Supreme Court, U.S.
FILED

981053 DEC 21 1998

OFFICE OF THE CLERK

No. _____

---

IN THE

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1998

---

CATHERINE P. DORSEY - PETITIONER

VS.

LEHMAN BROTHERS HOLDINGS,
SUNSOURCE L.P., J.N. FAUVER,
JAMES CUNNINGHAM AND
JANE AND JOHN DOE 1-8

ON PETITION FOR A WRIT OF CERTIORARI TO

SUPREME COURT OF NEW JERSEY

# PETITION FOR WRIT OF CERTIORARI

Catherine P. Dorsey
74 Old Post Road
Freehold, NJ 07728
(732) 863-0942

105PP

## QUESTION(S) PRESENTED

Dismissing this case, effectively results in enforcing an illegal act.

I believe the Court below erred in ordering dismissal.

Is Summary Judgement appropriate where there are material issues of act as to whether there was fraud and perjury committed on the Court by the defendants? Fraud and Perjury violate State and Constitutional Law.

The Court below did not consider the above questions, which appellant asserts should be answered.

Is it proper on a Motion for Summary Judgment to resolve a factual issue as to my standing based on assumptions?

I believe that fraud on me and the Court should not go unpunished. Judge Feldman said in the transcript he thought something was wrong. It's not proper to grant Summary Judgement where there is material factual issues in possession of the defendants.

There are judges from different courts who have entered conflicting decisions. The February 19th letter is new evidence, and should this not be of great concern?

The Defendants got together and pulled a fast one which resulted in reduced child support. Their fraud costs me $50,000 in court ordered child support.

The Defendants committed criminal acts and cheated me to protect themselves from their illegal acts.

## LIST OF PARTIES

[ X ] All parties appear in the caption of the case on the cover page.

## TABLE OF CONTENTS


| | Page |
|---|---|
| OPINIONS BELOW | vi |
| JURISDICTION | vii |
| CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED | vii |
| STATEMENT FOR THE CASE | 1 - 12 |
| REASONS FOR GRANTING THE WRIT | viii |
| CONCLUSION | ix |


## INDEX TO APPENDICES

APPENDIX A


| | |
|---|---|
| Superior Court of NJ, Supreme Court Dorsey vs. Lehman Brothers. et al | A 1 |
| Supreme Court of NJ, Appellate Division Dorsey vs. Lehman Brothers, et al | A 2 |
| Superior Court of NJ Monmouth County Dorsey vs. Lehman Bros., et al | A 6 |
| Superior Court of NJ - Monmouth County Dorsey vs. Dorsey | A 14 |
| Divorce Agreement - Catherine/John Dorsey | A 23 |
| John Dorsey Letter Stating Responsibility To Pay Taxes on Child Support | A 24 |
| Supplemental Certification - John Dorsey | A-25 |
| Certified Copy From Monmouth County of Feb. 12, 1996 Letter, Dated April 3, 1997 | A-27-28-29 |
| Certified Copy From Monmouth County Court of Different February 12, 1996, Dated April 30, 1997 | A-30, 31 |
| Additional Fauver Letters | A-31 |
| Change of Story Letter | A-32 |
| Defendants - Ms. Larkin Letter - TIS Statement | A-48-50 |

| | |
|---|---|
| D&B ADL Technology, Inc., John B. Dorsey Vice President, Engineering (Officer) | A 51-52 |
| ADL Check Made Out to Lana Dorsey | A-53 |
| Certificate of Incorporation, Aqua All, Inc. 2/20/96 | A 54 |
| John Dorsey Bankruptcy - 12/16/96 | A-56 |
| John/Lana Dorsey Divorce Agreement | A-58 |
| Doctor's Letter - Brian Dorsey | A-69 |
| Stamped Proof My CIS Statement Was Received by the Court on Time | A-70 |
| Proof Disability Letters Were Sent To The Court | A-71-79 |
| Letter to Assemblywoman, Claire M. | A-80 |
| Pictures | A 83 |

## TABLE OF AUTHORITIES CITED


| CASES | PAGE NUMBER |
|---|---|
| Monmouth Lumber | 21 NJ 439 |
| Lepis vs Lepis | 83 NJ 139 |
| Berkowitz vs Berkowitz | 55 NY 564 (1970) |


### STATUTES AND RULES


R1:7-4
R.4:6-2
R 4:49-2
N.J.S.A. AL34-248 NJ Super 642 at Page 647

## IN THE
## SUPREME COURT OF THE UNITED STATES
## OCTOBER TERM, 1998

## PETITION FOR WRIT OF CERTIORARI

Petitioner respectfully prays that a writ of certiorari issue to review the judgment below.

## OPINIONS BELOW

[x] For cases from **state courts:**

The opinion of the highest state court to review the merits appears at Appendix A- to the petition and is Supreme Court of NJ 46296, Catherine P. Dorsey, Plaintiff v Lehman Brothers Holdings, et al, Defendant.

The date on which the highest court decided my case was September 24, 1998.

The opinion of the highest state court to review the merits appears in Appendix A- to the petition and is Superior Court of NJ, Appellate Division A-6044-96T2, Catherine P. Dorsey, Plaintiff vs Lehman Brothers ETAL.

The date on which the highest court decided my case was April 15, 1998.

The jurisdiction of this Court is invoked under 28 U.S.C.§ 1257(a).

## CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

I have been denied due process of the 5th and 14th Amendments.

There is conspiracy in this case which the law punishes.

I respectfully pray this Writ of Certiorari be issued in the hope of serving justice. Fraud and perjury are against our Constitution. Let the people decide. Using our legal system for personal gain through fraud and perjury is illegal.

The February 19th Fauver letter is new evidence, and should be of concern.

## STATEMENT OF THE CASE

I ask my legal right, the process of orderly adjudication in Court, be legally served by allowing discovery to prove my case. I believe the Court below erred in relying on res judicata. In the interest of justice, my case should not be dismissed before discovery. The respondents have prevented me from litigating my affirmative defenses due to their repeated lies. There are serious material issues of fact which resulted in criminal acts. As a matter of public policy, Summary Judgement and denial of the discovery process should not be used to enforce an illegal transaction, that violates our criminal and federal laws. The companies and James Cunningham committed a criminal act. Fraud and perjury are illegal. The actions of the defendants and the Court are extremely ominous for the belief in our legal system. There was never a finding of fact by the Court.

The Plaintiff is informed and believes that Lehman, Sunsource and Fauver are companies that are closely inter-owned, intermingled and each and everyone of said entities have so acted in a manner to directly and approximately have caused, ratified, and condoned the conduct which had lead to the damages experienced by the Plaintiff.

At all times herein James Cunningham, residing at 44 Dawn Lane in Suffern, New York, (hereinafter "Cunningham" or "Defendant") was the Atlantic Regional Manager for Defendant Fauver.

The true names and capacities of the Defendants herein known as Jane and John Doe 1-8 are unknown to the Plaintiff who therefore sues said defendants by such fictitious names. Plaintiff will amend t his complaint to allege the true names and capacities of said Jane and John Doe 1-8 when ascertained, together with appropriate charging allegations where necessary.

Plaintiff is informed and believes and thereon

alleges that each of the fictitiously named Defendants are responsible in some manner for the occurrences herein alleged and that Plaintiff's damages as herein alleged were directly and approximately caused by the conduct of each fictitiously named defendant.

Plaintiff is informed and believes, and thereon alleges that in making the following representations to Dorsey, Defendant's employees had actual, apparent and/or ostensible authority from the Defendants, and each of them ratified and/or authorized all of the representations or any action by other Defendants employees hereinafter alleged.

Plaintiff is informed and believes and thereon alleges that at all times material hereto, each defendant herein was a principal, agent, servant, employee, employer, and/or co-conspirator of each other said Defendant and was acting within the course and scope of such relationship to such other Defendant in doing or omitting to do the things hereinafter alleged, and that each Defendant authorized and/or ratified each act or omission of each other Defendant complained of herein.

Mr. John B. Dorsey was an employee of J.N. Fauver Company. He was receiving a substantial salary at said entity.

Mr. John B. Dorsey was liable to make monetary payments to the Plaintiff of the within action, under Order of the Superior Court of New Jersey.

On or about February 1966, Mr. James Cunningham, Atlantic Regional Manger of Defendant Fauver, authored a formal written communication, on behalf of Fauver, to Mr Dorsey that SDI, through Fauver, had determined to terminate Mr. Dorsey's employment, even though they had "such an optimistic view of the future and future growth in

Fauver in the Northeast." Moreover, Mr. Cunningham further provided in said communication that he "sincerely hope(d) this (would) not affect our friendship and hope to see and talk with you often."

Based on the application of Mr. Dorsey to the above-mentioned Court and the aforementioned letter authored by Mr. Cunningham, the Court made a formal decision to dilute Mr. Dorsey's liabilities, current and future, that Mr. Dorsey was liable for to the Plaintiff. The Court's decision to extinguish the plaintiff's rights was based on the fraudulent letter authored by Fauver with the approval of Lehman and Sunsource.

In the Summer of 1996, the plaintiff had occasion to contact Fauver in regard to insurance issues. The plaintiff was put in touch with the Vice President of the company, Mr. Charles Dale.

During the within phone conversation with Fauver, the Plaintiff was informed that Mr. Dorsey had "quit" his employment at Fauver and that Mr. Dorsey had not been "let go". Moreover, Fauver informed the Plaintiff during a subsequent phone conversation, again, of the fact that Mr. Dorsey had quit his post and had not been let go. Further more, Fauver, during the second phone conversation with the Plaintiff, informed the Plaintiff that the aforementioned letter which was drafted by Mr. Cunningham was not in any file at Fauver and that according to Fauver, no such letter existed. When the Plaintiff questioned the Vice President inasfar as why he had such particular knowledge of the events surrounding Mr. Dorsey, he stated that he was in charge of personnel and that he had first-hand knowledge in regard to Mr. Dorsey's departure from Fauver.

The Plaintiff further asked Fauver to confirm in writing that information which was provided to the Plaintiff during the aforementioned phone call the Plaintiff had with

Fauver. Fauver did formally respond by claiming that Mr. Dorsey was "terminated" and that the termination letter of Fauver dated 12 February 1996 confirmed same. Fauver's fraud and misrepresentations are only further realized by their attempt to surreptitiously alter their personnel files and deviate from their ever changing position.

Defendants have further revealed their fraud as witness by their continuous and on-going relationship that they have had and continue to have with Mr. Dorsey. Apparently, the Defendants were under the presumption that their fraud and their being instrumental in the wrongful termination of the Plaintiff's rights as a direct result of the Defendant's inappropriate and illegal action would never be uncovered.

Defendants, and through their agents and/or employees have acted in a fraudulent manner and have done so with the intent to commit a fraud upon the plaintiff.

Wherefore, Plaintiff demands judgement against the Defendant, as follows:

a) Damages in the amount of $50,000.00 for child support fraudulently taken from plaintiff.

b) Court consideration of proposed law to protect the public victimized by people who deliberately use the legal system for personal gain by usurping the law (see A-80).

c) Such further relief as this Court deems just and equitable under the circumstances.

The aforesaid representations of the Defendants, were false at the time they were made and were made with the intent to mislead and deceive plaintiff herein.

At the time said representations were made, Plaintiff reasonably believed them to be true and had no actual knowledge of the falsity of said representations. Plaintiff reasonably relied on said representations as set forth hereinabove.

By reason of the premises, Plaintiff has suffered damages as alleged hereinabove, all of which were the direct, proximate and foreseeable result of the aforesaid wrongful conduct of the Defendants.

The representations made by the Defendants were made with malice, fraud and oppression toward the Plaintiff, by reasons of which the plaintiff is entitled to exemplary and punitive damages.

As a result of the Defendant's actions, and tortious interference with contractual relations, Plaintiff has been caused to suffer, all to my detriment.

As a result of the Defendant's actions, Plaintiff has been caused to suffer emotional distress, mental anguish, and has been placed in a precarious economic position, all to her detriment.

The aforesaid actions and/or interactions of the Defendants constitutes a breach of the implied covenant of good faith and fair dealing between Plaintiff and Defendants.

The Defendants are liable for the conduct of their agents, servants, or employees under the doctrine of respondent superior.

The actions and/or inactions of the Defendants were willful, wanton, malicious and in reckless disregard of the Plaintiff's rights.

There was no basis, no finding of facts for this decision. The court ru'es mandate a finding of fact by the

Trial Court R1:7-4. If discovery is granted, the illegal acts of the defendants would be supported. It is illegal to give summary judgement when discovery is outstanding. See Monmouth Lumber Co., 21NJ439.

Plaintiff has not had one thing answered from the Court. All information submitted as to the discrepancies in this case went without response.

Plaintiff appeared in Appellate Court and was admonished for the papers submitted. The Court said they could not find anything I referred to in my Statement of Facts because there was no appendix. The Court had the wrong set of papers. The first papers submitted were not proper. Plaintiff was directed to resubmit a new brief which was done and accepted by the Court.

The Court erred. I was not given a reasonable opportunity to present material pertinent to a summary judgement motion, R.4:6-2. Please see letter to Ms. Larkin, Superior Court of NJ and CIS (See A-48-50). The responses to produce from the defendants were due April 18, 1997. They were not received. The defendants filed a motion to dismiss to confuse litigation and avoid discovery demands. The complaint of Nov. 14, 1996 was not replied to until January and February 1997.

The court did not have the correct information to review the case. Judge Feldman was lied to by the defendants. Four times the defendants lied, under oath, to Judge Feldman. They told the Court Judge Gelzer did not have the letter of February 12, 1996 (See A-28). That was a deliberate lie. Judge Gelzer had the letter and relied on it. See the transcript (See A-17, Line 3). Judge Gelzer's decision is clear that the defendant "lost his job" and "does not anticipate earning more than $30,000 in 1996". Judge Gelzer stated Lepis, 83 New Jersey 139.

The Appellate Court ruled the case could <u>not</u> form

the basis for Lepis relief. There are two different opinions on the same ruling by two different Courts. There was always going to be one son at $1,600/ month (See A-23, #1). That was the way John Dorsey structured it from day one. It did not change after Barry was emancipated or after Brendan was emancipated. I agreed to never getting an increase through the years. John Dorsey structured it so I would have $1,600 month child support in later years with one child, because I did not get increases through the years. He said it would be better for him to keep the payments the same in the early years as he would make more as the years went on, which he did, $100,000 to $130,000.

My agreement made no provision for reduced child support as each child became emancipated (See A-23). All of the alleged circumstances were envisioned and specifically dealt with in my legal contract. See Berkowitz vs. Berkowitz, 55 N.J. 564 (1970).

Judge Gelzer clearly considered the February 12th letter (See A-28). Why did John Dorsey submit the letter? That letter was used as a weapon against me. The defendants in this case, under oath, stated the weapon was real. There was no other legal way to change my contract.

The defendants' claim no harm, no foul. That's a lie. The defendants lied to Judge Feldman and told him Judge Gelzer did not have the February 12th letter. The transcript is clear. Judge Gelzer had the letter and relied on it. What does the Court believe is the reason the defendants lied repeatedly about Judge Gelzer not having the letter? The Appellate Court's reading of Judge Feldman's decision is erred because the defendants lied to Judge Feldman.

Judge Feldman did <u>not</u> agree with Judge Gelzer as Judge Feldman's Transcript states. "Mrs. Dorsey, and I think quite rightfully so, says something is rotten in Denmark." "I will say this for the record though, There is something that doesn't sit right on the underlying correspondence. I will

however, deny the application for sanctions as I indicted before. I don't blame Mrs. Dorsey for being somewhat concerned." (See A-11, Last Paragraph)

Plaintiff believes in our legal system. I am still seeking justice. Plaintiff finds it more than difficult to understand why nothing was every answered and equally distressing how all the facts were inverted. The following is an example.

My CIS statement properly stamped, received by the Court and documented in the court computer on time, and also my letters from my doctor's explaining my illness also received properly by the court were never considered (See A-70-79). The Court said they never received any medical information which was not true. The Court said they received my CIS Statement late and could not consider it. It was received on time. The lawyer for John Dorsey, Bernard Hoffman, said he never received my CIS statement as is stated in Judge Gelzer's Decision. However, in John Dorsey's Supplemental Certification dated March 14, 1996, he addresses information he could only know from my CIS statement. Plaintiff's attorney questioned Mr. Hoffman on this at a later date and Mr. Hoffman said he received the CIS Statement. Judge Gelzer also stated in the transcript that I was not employed at the time of the divorce. This is not true. I was always employed. There was no consideration of my financial state.

Judge Gelzer also states I note John Dorsey paid all taxes for the unallocated supported. This is not true. I submitted a letter signed and notarized by John Dorsey stating he was responsible to pay taxes due on the $1,600/ month child support (See A-24, #1). This was done on my lawyer's advice because John Dorsey chose the words "unallocated support until emancipation." He did this so he could fraudulently take it off his income tax. I have never received alimony (See A-23, #4). It is unallocated support between the sons. There was always going to be one son at

$1,600/month. Again, the reason I mention this is that proof of the truth submitted to the Court came back as the complete opposite.

Judge Feldman in his transcript misled by the Defendants, stated I received alimony. This was never true (See A-23, #4). Judge Feldman also states I was unemployed at the time of the divorce and that my income went from 0 to 40 thousand dollars a year. This is not true. Judge Feldman also notes John Dorsey's obligation to continue making college payments. What obligation? John Dorsey has paid nothing for Brian's college. The Court was also advised that Brian Dorsey has A.D.D. (See A-69). Again, Judge Feldman was misled by the Defendants.

Judge Feldman in the transcript refers to John Dorsey losing his jobs. He elected to leave both jobs and the defendants were involved in both changes. Defendants also misled the Court by stating John Dorsey filed the motion with Judge Gelzer prior to being hired by Fauver. This is a lie. John Dorsey was working for Fauver for almost one year when he filed the motion.

The pictures in the appendix show John Dorsey was still involved with Fauver (See A-83). Also, ADL, which John Dorsey is an officer in as stated in the D&B and I believe part owner was incorporated July 1992. Litigation started in March 1996. ADL Inc., 131 Landing Rd., Landing, NJ is a satellite office of ADL. ADL is also known as Branch #15 owned by Fauver. None of these facts were admitted to the Court (See A-51-52). The new office was leased in January 1996. Another corporation was formed, Aqua All, January 1996. John Dorsey and the defendants never told any of this to the Court (See A-54).

John Dorsey also fraudulently divorced his wife, Lana Dorsey, February 1996 and ageed to pay her $30,000 a year in alimony (See A-642, 4.1). John Dorsey and the Defendants then told the Court John Dorsey would not

make more than $30,000 a year and could not pay child support in March 1996.

The defendants then aided John Dorsey in his false bankruptcy by diverting monies intended for John Dorsey to his ex-wife, Lana Dorsey (See A-53).

Judge Feldman was told four times by the Defendants that the February 12th, 1996 letter was never submitted to Judge Gelzer as stated in his transcript (See A-10, Line 10). This is a lie. Judge Feldman was also made aware of new evidence, the February 19th, 1996 letter. Judge Feldman did not consider this new evidence because he was lied to by the Defendants and told Judge Gelzer did not have the first letter, of February 12, 1996. Due to the Defendant's lying, they have seriously misled the Courts. This has prevented me from justice.

Damages most certainly did result from this fraud on me and the court. Judge Feldman did not correctly find judgment because Judge Feldman was lied to by the defendants. Again, they told Judge Feldman that Judge Gelzer did not have the letter of February 12 and did not rely on it. This is a lie. This letter was used as a weapon against me. The Appellate Court was lied to with the same information. The letter submitted to Judge Gelzer was authorized by Fauver with the approval of Lehman and Sunsource. The defendants denied to Judge Feldman that the letter of February 12th was false.

There was new evidence seven days later in a second letter dated February 19, 1996 (See A-32) that says John Dorsey and Mr. Cummingham elected to change the relationship, elected versus fired. I have been cheated out of my legal contract because the defendants pulled a fraud on the court. James Cunningham and the defendants also illegally aided John Dorsey in his fraudulent bankruptcy (See A-56) by sending pay checks from ADL signed by Howard White, CPA to John Dorsey's, on paper only,

divorced wife, Lana Dorsey (See A-53). Bankruptcy protection is not meant to give relief to crooks. The defendants are all closely inter-owned, intermingled and have condoned the conduct which has led to my damages.

Plaintiff requests the Court ask the defendants why they lied to Judge Feldman about the letter? Federal Perjury Statute punishes lies about material matters. Material, as defined by the Court, includes statements having a natural tendency to affect ever SLIGHTLY the decision of the Judge. The letter of February 12th has affected me the same as if it was a lethal weapon. I request a thorough review of all the facts . Plaintiff requests the Court to answer why there are two different February 12, 1996 letters certified received by Monmouth County Court, one April 3, 1996 (See A-27-28-29) and one April 30, 1996 (See A-31) with different types of print in the letters and two different versions of James Cunningham's signature?

The Court has a duty to send a message that there is a severe penalty to be paid for providing false information under oath. Is the President of the United States, President Clinton, the only person not allowed to lie under oath?

In this case there is great fault in the facts. The defendants are not playing by the rules. The defendants are unscrupulous. There are certain unchanging values, like honesty, that our legal system stands for.

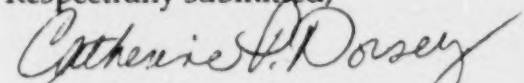
I wish to advise the Court, I telephoned Mr. White, Counsel for the Defendants to advise I was filing this case. I was told by Mr. White, if I do that they would go after me and he hung up.

I ask for my due process -- my day in Court. This case is an abuse of power. My civil rights have been denied. The piece of evidence that is material and relative to the main issue in this case and the basis for trial is the destructive weapon used against me -- the February 12th

letter). Also of concern is the February 19th letter (See A-28). This is new evidence. The trickery in this case is frightening. How the defendants are using fraud to perpetrate an unfair dishonest advantage is unbelievable and the Court is allowing it. The defendants have a pattern of stonewalling and evasion.

Let the people decide. The jury should have an opportunity to review the facts. "Justice Wins Out In The End."

Respectfully submitted,



CATHERINE P. DORSEY

## REASONS FOR GRANTING THE PETITION

There are different Judges from different Courts who have entered conflicting decisions on the same important matter.

There should be no Summary Judgement when discovery is outstanding. The decision of the Court should be reversed because of the Judge's failure to make findings of fact and conclusions of law to support the order, especially since the Judges were lied to. Due to legal trickery, true facts submitted were presented falsely to the Court.

The defendants committed fraud and perjury on the Court. Usurping our Judicial System for personal gain through fraud is illegal.

What happened was illegal. My legal contract should not have been taken from me.

I have been denied due process of the 5th and 14th Amendments.

There is conspiracy in this case which the law punishes.

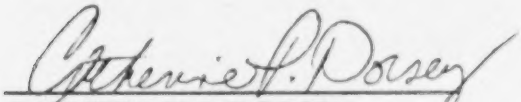
There was unlawful taking of my property.

The February 19th, 1996 letter is new evidence and should be of great concern.

## CONCLUSION

The petition for a writ of certiorari should be granted.

Respectfully submitted,



CATHERINE P. DORSEY

Date: Dec. 21, 1998

SUPREME COURT OF NEW JERSEY
C-142 September Term 1998
46,296

CATHERINE P. DORSEY,

Plaintiff-Petitioner

V.

ON PETITION FOR CERTIFICATION

LEHMAN BROTHERS HOLDINGS,

Defendant-Respondent

Filed
SEP 24, 1998
"s/Stephen W. Townsend"
Clerk

To the Appellate Division, Superior Court:

A petition for certification of the judgement in A-6044-96 having been submitted to this Court, and the Court having considered the same;

It is ORDERED that the petition for certification is denied with costs.

WITNESSETH, the Honorable Deborah T. Poritz, Chief Justice, at Trenton, this 23rd day of September, 1998.

"s/Stephen W. Townsend"
CLERK OF THE SUPREME COURT

I hereby certify that the foregoing
is a true copy of the original on file
in my office.

"s/Stephen W. Townsend"

CLERK OF THE SUPREME COURT
OF NEW JERSEY

NOT FOR PUBLICATION WITHOUT THE
APPROVAL OF THE APPELLATE DIVISION

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
A-6044-96T2

CATHERINE P. DORSEY

Plaintiff-Appellant

v.

LEHMAN BROTHERS HOLDINGS, INC., SUNSOURCE L.P., J.N. FAUVER, INC., and JAMES CUNNINGHAM,

Defendants-Respondents

FILING DATE
APPELLATE DIVISION
APR 15 1998

"s/Emille Cox"
Clerk

Argued March 30, 1998 - Decided April 15 1998

Before Judges Landau and Collester.

On appeal from Superior Court of New Jersey, Law Division, Monmouth County.

Catherine P. Dorsey, appellant, argued the cause pro se.

Robert E. White argued the cause for respondents (Morgan, Lewis & Bockius, attorneys; Mr. White and Anthony E. Gay, on the brief).

PER CURIAM

Plaintiff Catherine P. Dorsey (hereinafter "plaintiff") appeals pro se from the grant of an R. 4:6-2(e) motion to

dismiss her Law Division complaint instituted against defendants Lehman Brothers Holdings, Inc.., Sunsource L.P., J.N. Fauver, Inc. (Fauver) and James Cunningham. Although denominated as a motion for judgment on the pleadings, our review of the records shows that matters outside the pleadings were presented to the court and not excluded. Accordingly, it was required that the motion be treated and disposed of as provided in R. 4:46 (summary judgment) and the parties given reasonable opportunity to present material pertinent to a summary judgment motion. R. 4:6-2.

The nine count complaint was brought against the previous employer (Fauver) of John Dorsey (Dorsey) plaintiff's former husband); Fauver's affiliated companies; and James Cunningham, Dorsey's immediate supervisor at Fauver. It alleged fraud, misrepresentation, negligent misrepresentation, tortious interference with contract, intentional infliction of emotional distress, breach of implied covenant of fair dealing, respondent superior liability, breach of duty to plaintiff, and conspiracy.

In 1996, Dorsey moved in the Family Part for termination of monthly unallocated support payments provided under the terms of the Dorseys' divorce judgment. It was based upon the asserted emancipation of all of his children, and changes in circumstances. That motion was partially granted by Judge Gelzer, who reduced support payments from $1,600 to $300 per month, with continuation of medical insurance for one son the court did not consider emancipated. We are informed that the Family Part order was affirmed by this court on a previous appeal by plaintiff.

In his oral opinion, Judge Gelzer said, in pertinent part:

> The Court is modifying the defendant husband's support obligation to $300 per month. Orders for support can be reviewed upon a showing of changed circumstances. See Lepis, 83 New Jersey 139.

> In the present situation, the husband has shown a prima fascia [sic] showing the circumstance has changed. Two of the three children have become emancipated. Furthermore, the plaintiff wife is earning a significant income as compared to the time the award was entered.
>
> The Court notes the plaintiff wife claims she is disabled and cannot work. However, the Court also notes that no documentation substantially was given which provided this Court with regard to her medical condition [sic].
>
> And no financial information was submitted until yesterday afternoon, which was well beyond the time, notwithstanding my affection for Mr. Ravaschiere [plaintiff's counsel]. That's what happened. To the Court showing that she is in need of the current support obligation [sic].

We note that Dorsey's certification in support of the motion also recited his loss of a job with Fauver, citing a February 12, 1996 termination letter from Cunningham. However, Dorsey also indicated that he continued to work, although anticipating a diminution in 1996 income. Such a temporary change in employment status did not, and could not, form the basis for Lepis' relief in the prior proceeding.

Our reading of Judge Gelzer's opinion conforms with the understanding expressed by Judge Feldman in his ruling on the motion to dismiss in this matter. The sole reasons given by the Family Part in finding a change in circumstances were the emancipation of two of the three children of the marriage, and the increase in the wife's earnings. In consequence, no damages could have resulted even if the fraud, tort and conspiracy allegations of the present complaint were to be substantiated. Judge Feldman

also correctly found that there were no showing sufficient to support a claim of intentional infliction of emotional distress. Plaintiff's arguments on appeal are clearly without merit. R. 2:11-3(e)(1)(E). She has not been injured by any of these defendants. If the circumstances warrant further Lepis relief in the matrimonial matter, an application to the Family Part by plaintiff is not precluded.

Affirmed.

I hereby certify that the foregoing
is a true copy of the original on file
in my office.

"s/Emille Cox"
Clerk

SUPERIOR COURT OF NEW JERSEY
MONMOUTH COUNTY
CHANCERY DIVISION - FAMILY PART
DOCKET NO. FM-29539-81

| | | |
|---|---|---|
| CATHERINE P. DORSEY, | : | |
| | : | TRANSCRIPT |
| Plaintiff, | : | |
| | : | Of |
| -vs- | : | |
| | : | MOTION |
| LEHMAN BROS. HOLDINGS, INC., ETAL, | : | |
| Defendants. | : | |

Held at:: Monmouth County Courthouse
Court Street
Freehold, New Jersey

Hear on: May 2, 1997

BEFORE

THE HONORABLE ROBERT FELDMAN, J.S.C.

TRANSCRIPT ORDERED BY:

CATHERINE P. DORSEY

APPEARANCES:

HUGO HARMATZ, ESQ.
Attorney For the Plaintiff

ROBERT WHITE, ESQ.,
(Noona, Lewis & Bockius)
Attorney For the Defendant

Audio Operator: Bernice Miller

---

TERRY GRIBBEN'S TRANSCRIPTION SERVICE
Theresa Gribben
111 SAND SPRING DRIVE
EATONTOWN, NEW JERSEY 0724
(908) 542-5282 FAX # (908) 389-3078

INDEX

| | PAGE |
|---|---|
| ORAL ARGUMENT<br>By Mr Harmatz | 6 |
| Decision | 9 |

Colloquy

THE COURT: Let us start with Dorsey vs Lehman Bros. That's a good way to start the morning. I may appoint Mr. DeFino as my standing master on this one. Counselors your appearances please.

MR. WHITE: I'm, I'll remain seated Judge. It's a whole new concept. Robert White, Noonan, Lewis & Bockius for defendants Lehman Bros., ETAL.

MR. HARMATZ: Hugo Harmatz on behalf on Mrs. Dorsey, Your Honor.

THE CLERK: Counselor, what is your name?

MR. HARMATZ: Hugo Harmatz, H A R M A T Z.

THE COURT: Mr. & Mrs. White were divorced --

MR. WHITE: Dorsey Your Honor.

THE COURT: Mr. and Mrs. Dorsey, pardon me. Let's start all over again. Good morning ladies and gentlemen.

Mr. and Mrs. Dorsey were divorced quite some time ago. Entered into some form of property settlement agreement, before my time. About a year or so ago, Mrs. Dorsey appeared before one of my brethren. Actually it's Mr. Dorsey who appeared on his motion for modification of the judgment of divorce, claiming amongst other things that of the three children, my understanding is that the agreement called for a monthly stipend which was an amalgamation of both alimony and child support. It was never split out between alimony and child support. At least that is what I am gleaning from the papers. Appears on a motion for modification and says two of our three children are emancipated.

Number three is a twenty two year old sophomore in college, in college number three or college number four, as the case may be. And Judge, don't you think it's about time you did something about my support order.

He also opines at that point that Mrs. Dorsey, at the time of the divorce was unemployed, and at the time of the application for modification was making 40 some odd thousand dollar a year. Sort of in passing he also says, and by the way my financial fortunes have also changed. I lost my job I got another job. And by the way, I just lost that job, too.

The Judge hearing the application does in fact modify the support obligation dramatically. I think cuts it down from $1,600 a month to about $300 a month, which is a rather dramatic modification. And puts his reasons on the record. The reasons include and are limited to, the emancipation of two of the kids, the father's obligation to continue making the college payments for the third son, and the wife's increase in employment from zero to 40X

thousand dollars a year. At no point does he state on the record that any of the reasons that he is utilizing deal with the loss of the husband's employment. Why are we here, one would ask?

Mrs. Dorsey, and I think quite rightfully so, says something is rotten in Denmark. This last job that he got he had a relatively short period of time. He then gets a letter of termination, saying that they are closing the office. And then somehow, the guy that sends that letter his supervisor, and he are back in business together, or at least so it appears, doing the same thing, or similar things. And it sort of gets somewhat complicated.

And so Mrs. Dorsey says, ah ha I am going to sue everybody, but primarily Lehman Bros., who is the top, top employer, I guess, and their subsidiary and anyone else that happened to be in the street that day. And her suit is, that somehow they conspired with her husband to perpetrate some sort of a fraud upon the Court, resulting I guess from her point of view, in the reduction of the support.

The problem with it is, as is pointed out by the defendant Lehman Bros., is that A) no harm, nc foul. Even assuming arguendo that all of the above is true there are no damages that flow from it. And of course, they deny that any of it is true. And as to the other counts they say we can't be guilty of tortious interference or a variety of the nine counts in the complaint because we had no relationship with her. We didn't do anything. And even if we did do something, she hasn't been injured by it. Basically where you are coming from, right?

MR. WHITE: Yes sir.

THE COURT: Is he right?

MR. HARMATZ: Is he correct?

THE COURT: Yes, that's why we're here. If he's correct then all we have to do is sign an order.

MR. HARMATZ: Mrs. Dorsey does not believe so Your Honor.

THE COURT: Tell me what happened.

MR. HARMATZ: She feels that as stated in defense Exhibit C that information was provided to the Court stating that, as Your Honor has so stated, that Mr. Dorsey was, in fact, having difficulties with his employment, and that somehow was put on the table for the Court to see.

THE COURT: Except their letter I guess it was February 12th, if I remember the date, was never sent to Judge Gelzer. It was never submitted to the Court.

MR. HARMATZ: I was not the matrimonial --

THE COURT: I don't think either of you were.

MR. HARMATZ: What is of concern though is, and certainly this, it was not and it is new evidence which would certainly entitle Mrs. Dorsey to raise this litigation, if that some seven days later, after that termination letter, there is a secondary letter that says that John Dorsey, Mr. Dorsey and a supervisor --

THE COURT: Mr. Cunningham.

MR. H ARMATZ: Mr. Cunningham had elected to change the relationship, elected versus firing.

THE COURT: Isn't your right approach to say I want to go back to family court. I want a modification of what Judge Gelzer did. And if you need some discovery at that point as to what his income is now, to go make your modification application?

In other words, what I'm really asking you is, if in fact, Judge Gelzer did not rely on any of this stuff in making his decision, how can you say that your client has been prejudiced in any way by that information being given to the Court, assuming it was given to the Court?

MR. HARMATZ: She, in the within litigation she has pointed a finger at the company and the supervisor and has not brought action against her husband.

THE COURT: Yes, but what I'm saying is, what damages flow from what they did, assuming they did everything she says. They sent a phony termination letter. Make believe that is true.

MR. HARMATZ: Her damages flow outside of monetary values, as well. She is seeking medical attention based on --

THE COURT: Well, I'll tell you what, in a higher court, not here. Now you have a nine count complaint alleging all sorts of nefarious business activities and that's not a tort of emotional distress. This doesn't belong here. Her appropriate avenue, if she wants to follow anything, is to go make an application for modification back in the family court, and live happily ever after.

Okay. That being true, I have gone over this in detail, and quite frankly, I just don't see where any of the nine counts of the complaint have any merit whatsoever that would require us to go anywheres beyond where we are now.

I will say this for the record though, there is, something doesn't sit right on the underlying correspondence. I'm not quite sure I understand exactly what the relationship was or what it wasn't. And I sort of don't blame Mr.s Dorsey for being somewhat upset and somewhat suspicious as to what was going on. But I don't

think that that gives ruse to a cause of action in the Law Division. So I would respectfully suggest that if she wants to do anything, let her go back and get some money out of the family court if she can.

I understand they have a sale today, so, since some new judges are going over to the family part soon. They actually went today. For those of you who want to see Judge Kennedy from this point forward, that's where to go.

I will however, deny the application for sanctions as I indicted before. I don't blame Mrs. Dorsey for being somewhat concerned.

Let's see today is May 2nd. I was dating these orders February 12th, but I don't want to do that. So if you will just bear with me, I will give you a copy of these orders.

Mr. Harmatz, have you appeared in the family court before?

MR. HARMATZ: A few times Your Honor.

THE COURT: Oh, you'll love it. It's really a nice place. If you want a primer Mr. DeFino will be glad to meet you immediately after his case is called and, Mr. Defino can you teach Mr. Harmatz to whine.

MR. DEFINO: To whine?

THE COURT: I mean that's a, an absolute prerequisite, I mean, how can you appear in family court without whining? You wake up in the morning and you go, well Judge. Okay. Thank you gentlemen.

* * *

CERTIFICATION

I, THERESA GRIBBEN, Certified Agency Director/

Transcriber do hereby certify that the foregoing transcipt of the Motion in the matter of Catherine P. Dorsey vs. Lehman Bros. Holdings Inc., ETAL, heard by the Monmouth County Superior Court on May 2, 1997 and recorded on Tape No. CV137/97, Index No. 0032 to 0375, is prepared in full compliance with the current Transcript Format for Judicial Proceedings and is a true and accurate compressed transcript of the proceedings as recorded.

"s/Theresa Gribben" — 141
THERESA GRIBBEN — AOC Number

TERRY GRIBBEN'S TRANSCRIPTION SERVICE

7/7/97
DATE

SUPERIOR COURT OF NEW JERSEY
MONMOUTH COUNTY
CHANCERY DIVISION - FAMILY PART
DOCKET NO. FM-29539-81

| | | |
|---|---|---|
| CATHERINE P. DORSEY, | : | |
| | : | TRANSCRIPT |
| Plaintiff, | : | |
| | : | Of |
| -vs- | : | |
| | : | DECISION |
| JOHN B. DORSEY | : | |
| | : | |
| Defendant. | : | |

Place: Monmouth County Courthouse
Court Street
Freehold, New Jersey

Date: March 22, 1996

BEFORE

THE HONORABLE MILTON H. GELZER, J.S.C.

TRANSCRIPT ORDERED BY:

BERNARD H. HOFFMAN, ESQ. (Hoffman, Scheiber)

APPEARANCES:

ROCCO RAVASCHIERE, ESQ.
Attorney For the Plaintiff

BERNARD H. HOFFMAN, ESQ.
Attorney For the Defendant

TERRY GRIBBEN'S TRANSCRIPTION SERVICE
Theresa Gribben
111 SAND SPRING DRIVE
EATONTOWN, NEW JERSEY 0724
(908) 542-5282 FAX # (908) 389-3078

THE COURT: Thank you counsel. The plaintiff wife, Catherine Dorsey, and the defendant husband, John Dorsey, were married on October the 12th, 1964 and divorced on December 17, 1982. Three children were born of the marriage, Barry, age 26, Brandon, age 23, and Brian, now age 22.

Barry and Brandon are emancipated. The defendant husband is attempting to have Brian deemed emancipated. He claims that pursuant to the Judgement of Divorce, he pays the plaintiff wife $1,600 a month in unallocated support, as well as to provide hospital and medical insurance for the children.

He was also responsible for uncovered expenses and life insurance until the children were emancipated. He seeks a modification of the Judgement of Divorce claiming at the time of the Judgement of Divorce he was employed, and the plaintiff wife was not. He asserts she is now employed and earning income.

Additionally, he maintains two of the boys are clearly emancipated, and Brian should also be declared. So he asserts Brian is 22, currently a sophomore at The Citadel noting that this is his third college and that he will be 23 or 24 before graduating.

He claims there have been no major accidents or illness causing Brian's delay in schooling. He requests that he be declared emancipated, again.

He additionally requests his payments of $1,600 per month be terminated, noting that they are to end when the youngest child was emancipated. He maintains the plaintiff wife is totally rehabilitated and asserts changes of circumstances warranting modification to the Judgment of Divorce have occurred.

He further asks to be relieved of his other support obligations. He further claims he is undergoing difficulty in his employment, noting he was terminated by Delta Sales in December of 1994, but received a $40,000 insurance package.

He has begun a new job at $48,00 per year, with a one year $1,000 per month bonus. He admits he is entitled to bonuses but claims that he will no do enough sales to earn them.

He contends that these different payments make his 1995 income appear inflated, but his 1996 income will be based on the $48,000 base salary.

Additionally, he claims he is paying off student loans for the boys for a total of approximately $35,000. He asserts they should be responsible for their own loans.

Furthermore, he notes that he has spent almost $10,000 for Brian's auto and $4,100 for various miscellaneous expenses, as well as over $58,000 for tuition and medical expenses.

And in the supplemental certification, he contends that the plaintiff wife earned $41,661 from Prudential in 1995. He attaches a copy of the W2.

Additionally, he alleges she earns income from renting out a room in her home. He notes Jack Stelmeltsky (phonetic) -- I hope I got it right -- has a car registered at

her address, and he requests full disclosure concerning that resident.

Furthermore, he states that he recently lost his job and while he intends to seek further employment, he does not anticipate earning more than $30,000 in 1996.

On the cross-motion, the plaintiff wife asserts that the defendant husband was the one who pursued the divorce action. She admits she consulted with an attorney, but claims to have signed a property settlement agreement against his advice.

She contends the $1,600 per month support figure was suggested by the defendant husband. She notes he paid all the taxes for the unallocated support, and never attempted to modify the amount when the two oldest boys were emancipated.

The plaintiff wife alleges the defendant husband has not paid for medical and dental expenses of the children and requests he do so. She lists numerous expenses she has paid for the boys since the divorce, and notes she never requested an increase in support.

She claims the defendant husband was arrears on frequent occasions. Additionally the plaintiff wife claims she worked throughout the marriage except for a five year period, and that the defendant husband earned $38,000 at the time of the divorce.

She maintains Brian has had medical problems, noting he was born prematurely. She asserts Brian wanted to go to The Citadel, but the defendant husband encouraged him to Albright.

She claims that while he was there he had a chest infection and was in the hospital, which resulted in him missing a month -- months of school. She contends this

this forced him to drop out. He subsequently went to Brookdale and then transferred to The Citadel.

She alleges the defendant husband has not been supportive of the boys college education, noting he wants them to repay their own student loans.

Plaintiff wife admits working, but claims since December 1995 she has been under doctor's care and will be unable to pursue her occupation. She claims in March she applied for disability benefits and will only earn approximately $400 per week.

She requests documentation of the numerous payments the defendant husband claims to have made.

In reply the defendant husband notes the plaintiff wife has not filed a CIS in violation of R. 5:5-2, which is, of course, was done yesterday. But will not be relevant to my decision today.

He claimed the plaintiff wife's cross motion is brought in bad faith. He contends he has paid all the medical bills submitted to him. He further notes the plaintiff wife provides no documents to support her allegations.

He denies any knowledge of Brian's illness, and again notes she attaches no documentation. He claims Brian wishes to attend Albright and alleges he was never privy to any grades or transcripts, despite repeated requests.

He notes that he has not received any grades or transcripts from The Citadel or Brookdale as well. He maintains that he has been excluded from the college selection process. He claims they're estranged and Brian does not consult with him, whatever.

Everyone is taking note of Morse vs. Needus

(phonetic), that seems to be the buzz work nowadays when any of these cases come up. Even if it has no relevance, everybody uses it, because it's the newest expression in the Supreme Court.

He claims Brian is emancipated and that he should not be responsible for Brian's education costs at this time. He contends the plaintiff wife's disability is irrelevant for the present motion. He requests that the plaintiff wife not be rewarded additional monies for medical payments, noting that she supplies no specific amounts on exhibits.

With regard to life insurance, he notes the plaintiff wife has not addressed the issue in her certification.

With respect to the emancipation application, that I am denying without prejudice. A child is deemed emancipated when they should be self-supporting. In the present situation, Brian is not yet self-supporting, and the Court is not convinced that he should be at this time.

He is over 22 years old, is still in college. The Court recognizes the defendant husband's claim that Brian should be, in fact, graduating this year, but instead is two years behind.

Yet it is willing -- the Court is willing to give him one more additional chance. I'm going to say, for the record, that it's not going to go on forever. But I am sympathetic that the boy should get himself squared away.

However, Brian and the plaintiff wife are required and it is part of this order that the defendant husband be informed of Brian's progress in school regularly.

This includes copies of grade reports, transcripts, anything relating to his performance in school, as well as information regarding financial aid that he may be receiving.

If these transcripts show that the boy is not maintaining an appropriate grade point level or performing adequately academically, the defendant husband will be free to renew the application and the Court will act accordingly.

It cannot go on indefinitely. The Court does not want to see Brian precluded from his education, but neither does it want to see the defendant husband taken advantage of.

I note, before you noted, that Morse vs. Needus is ordering, that Brian must keep the defendant husband fully informed of his progress at school.

The Court is modifying the defendant husband's support obligation to $300 per month. Orders for support can be reviewed upon a showing of changed circumstances. See Lepis, 83 New Jersey 139.

In the present situation, the husband has shown a prima fascia showing the circumstances have changed. Two of the three children have become emancipated. Furthermore, the plaintiff wife is earning a significant income as compared to the time the award was entered.

The Courts notes the plaintiff wife claims she is disabled and cannot work. However, the Court also notes that no documentation substantially was given which provided this Court with regard to her medical condition.

And no financial information was submitted until yesterday afternoon, which was well beyond the time, notwithstanding my affection for Mr. Ravaschiere. That's what happened. To the Court showing that she is in need of the current support obligation.

I note for the record as I have noted heretofore that Thursday afternoon was when it came in. And Mr.

Hoffman maintains, and I believe him, that he didn't even get a copy of that.

I am ordering that the defendant husband must continue his medical insurance for Brian, and his obligation for uncovered medical expenses shall remain the same. He no longer must cover the other boys, naturally.

With regard to life insurance, the defendant husband must continue to maintain the life insurance but can obtain a reduced amount, to approximately 25 percent of his present coverage.

Current earnings. The defendant husband's request for counsel fees to the Court is denied. The plaintiff wife's request to pay the medical expenses is denied without prejudice in that there's no documentation that I reviewed that substantiated that.

If there is a substantiation and there's further action to be taken, we'll do it. Ordered that the defendant husband provide proof of his new life insurance within 30 days. When is the 30 days over? The 30 days is over on April the 26th, giving the benefit of the break of the calendar, we give you to the end of the week.

The plaintiff's request that the defendant husband provide proof of medical insurance for Brian only is granted. He's to do that. And that will be done in 30 days, for the same 30 days that I just said ended, 30 days.

Thank you counsel. Have a good weekend. Enjoy. Good luck to all of you. You're welcome.

* * *

CERTIFICATION

I, THERESA GRIBBEN, Certified Agency Director/

Transcriber do hereby certify that the foregoing is prepared in full compliance with the current Transcript Format for Judicial Proceedings and is a true and accurate transcript of the Decision in the matter of Dorsey vs. Dorsey heard by the Monmouth County Superior Court on March 22, 1996 and recorded on Tape No. FM-128-96, Index No. 1090 to 1478, of that Court.

1/29/96

"s/Theresa Gribben"
THERESA GRIBBEN #141

## SECOND ADDENDUM

This is the Second Addendum to the Agreement dated July 26, 1980 between John B. Dorsey, residing at 378 Douglas Road, Roselle, New Jersey, hereinafter referred to as the "Husband" and Catherine P. Dorsey, residing at 74 Old Post Road, Freehold, New Jersey, hereinafter referred to as the "Wife".

The parties hereby agree as a Second Addendum to the Agreement as follows:

1. The husband shall pay to the wife the sum of $1,600.00 per month which sum is for unallocated support. In addition, the Husband shall pay for the oil and insurance expenses in connection with marital home. The $1,600.00 unallocated support shall continue until the youngest child is emancipated at which time it will terminate.

2. When the marital home is sold, out of the proceeds of the sale, the Husband shall be entitled to 25% and the Wife shall be entitled to 75%.

3. The Husband shall cooperate in converting the Blue Cross/Blue Shield insurance or whatever health insurance he may have, over to the Wife.

4. Although the Wife is not seeking alimony at this time she does not waive her right to alimony at some future time.

5. Except as modified herein, all other provisions of the agreement dated July 26, 1980 and the Addendum date May 26, . . . . .

9-19-82

John B. Dorsey agrees to pay all additional taxes which will be incurred by the addition of the monies brought on by the unallocated support as written in their agreement as of June 20, 1980, amended on September 19, 1982.

"s/John B. Dorsey"

"s/Catherine P. Dorsey"

Sept. 19, 1982
State of New Jersey
County of Monmouth
"s/Esther Rosenblum"
Notary Public of New Jersey
My Commission Expires Feb. 2, 1983

HOFFMAN, SCHREIBER & GLADSTONE
A Professional Corporation
199 Broad Street
P.O. Drawer 789
Red Bank, NJ 07701
(908) 842-7272
Attorneys for Defendant

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
FAMILY PART
MONMOUTH COUNTY

*Plaintiff*

CATHERINE P. DORSEY

vs.

*Docket No.* FM-29539-81

*Defendant*

*CIVIL ACTION*

JOHN B. DORSEY,

SUPPLEMENTAL CERTIFICATION OF DEFENDANT

John B. Dorsey, of full age, hereby certifies as follows:

1. I am the defendant in the above matter and make this Certification in order to supplement and provide additional information to the Court. My Notice of Motion is now returnable on March 22, 1996.

2. I am aware that the plaintiff, Catherine P. Dorsey, has earned income from Prudential Insurance Company of America. She earned from that source in 1995 the sum of $41,661. I attach hereto as Exhibit A, the W-2 wage and tax statement for 1995 of Catherine P. Dorsey from Prudential Insurance Company of America.

3. I also verily believe that Mrs. Dorsey has additional income. I believe that Mrs. Dorsey rents out

one or more rooms in her home at 74 Old Post Road, Freehold, New Jersey. I believe that one Jacek Stalmerski resides at that address as a boarder. The New Jersey Department of Motor Vehicles reports an automobile license plate JZ49OU belonging to this individual residing at this address. The plaintiff should be required to make full and complete disclosure.

4. I also wish to advise the Court that I have been terminated in employment by J. N. Fauver Company as of February 29, 1996. I attach hereto as Exhibit B, correspondence from Fauver dated February 12, 1996 signed by James Cunningham, Atlantic Regional Manger. I intend to continue to work and/or seek employment, but this development with Fauver is a major and substantial change of economic circumstances on my part. At the present time, I do not anticipate earning any more income in 1996 than $30,000.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

"s/John B. Dorsey"
JOHN B. DORSEY

Dated: 3/14/96

I hereby certify that the affiant acknowledged the genuineness of the signature and that the document or a copy with an original signature affixed will be filed if requested by the Court or a party.

HOFFMAN, SCHREIBER & GLADSTONE
Attorneys for Defendant

by: "s/Bernard H. Hoffman
Bernard H. Hoffman

Dated: March 14, 1996

State of New Jersey

ss

Monmouth County

I, William W. Carpenter, Deputy Clerk of the Superior Court, Law Division, in and for said County, the same being a Court of Record, DO HEREBY CERTIFY that the foregoing copy of:

DEFENDANT'S MEMORANDUM OF LAW IN SUPPORT OF THEIR MOTION TO DISMISS PLAINTIFF'S COMPLAINT WITH LETTER DATED 2/12/96.

CATHERINE P . DORSEY MON L 5827-96

VS

LEHMAN BROTHERS HOLDINGS, INC., SUNSOURCE L.P., J.N. FAUVER INC., JAMES CUNNINGHAM, JANE & JOHN DOE

is true and correct as the same remains on file in my office as of April 3, 1997.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court and County, at Freehold, this day of

AUGUST 26, 1997

"s/William W. Carpenter"
WILLIAM W. CARPENTER
DEPUTY CLERK OF THE
SUPERIOR COURT

DATE: 2/12/96

JOHN B. DORSEY
43 KING RD.
LANDING, NJ 07850

FAUVER
J.M. Fauver Company
601-P Hammond Ferry Rd.
Linthicum, MO 21090
(410) 636-9380
Fax (410) 636-9384

DEAR JOHN:

THIS IS A TOUGH LETTER TO WRITE -- PARTICULARLY WHEN WE HAD SUCH AN OPTIMISTIC VIEW OF THE FUTURE AND THE FUTURE GROWTH OF FAUVER IN THE NORTHEAST.

I REGRET TO TELL YOU THAT SDI THROUGH FAUVER HAS DECIDED NOT TO CONTINUE FUNDING GROWTH IN THE NORTHEAST. THEY WILL RETAIN THE BALTIMORE OFFICE BUT WILL CLOSE DOWN THE BOONTON, N.J. OFFICE AND WILL NO LONGER NEED OR SUPPORT FAUVER PEOPLE IN THE NORTHEAST.

YOU HAVE DONE A GREAT JOB AND I APOLOGIZE FOR HIRING YOU AWAY FROM YOUR FORMER POSITION TO JOIN FAUVER'S GREAT EXPANSION ON THE EAST COAST.

JOHN, YOU WILL BE PAID THROUGH MARCH 1 (THIS IS A LITTLE MORE THAN 2 WEEKS SEVERANCE). YOU WILL NOT RECEIVE ANY VACATION TIME SINCE YOU HAVE NOT ACCRUED ANY THIS YEAR. YOUR BENEFITS (MEDICAL, DISABILITY, LIFE INSURANCE, ETC., WILL CONTINUE THROUGH THE END OF MARCH. PLEASE CONTACT SARA D'LUGE AT FAUVER IN MADISON HEIGHTS IF YOU HAVE ANY QUESTIONS REGARDING BENEFITS OR WISH TO CONTINUE MEDICAL COVERAGE THROUGH THE COBRA PLAN.

I WILL WORK CLOSELY WITH YOU TO CLOSE THE BOONTON OFFICE AND TRANSFER ITS CONTENTS TO BALTIMORE. YOU WILL HAVE TO TURN IN YOUR

CAR ON FEB. 29 ALONG WITH TELEPHONE AND GAS CREDIT CARDS. ALSO, P LEASE RETURN ANY CUSTOMER FILES YOU MAY HAVE ALONG WITH YOUR PRODUCT MASTER CATALOGS, PRICE BOOKS, SAMPLES (IF ANY) ETC.

THANK YOU FOR ALL THE HARD WORK AND LONG HOURS. UNFORTUNATELY WE WERE UNABLE TO CONVINCE "CORPORATE" WE WERE VIABLE. I SINCERELY HOPE THIS WILL NOT AFFECT OUR LONG FRIENDSHIP AND HOPE TO SEE AND TALK WITH YOU OFTEN.

IF THERE IS ANY WAY IN WHICH I CAN HELP YOU PLEASE LET ME KNOW. YOU AND I HAVE MANY OF THE SAME CONTACTS SO I WISH YOU WELL IN YOUR JOB HUNT. GOOD LUCK!

SINCERELY,

"s/James Cunningham"

JAMES CUNNINGHAM
ATLANTIC REGIONAL MANAGER

State of New Jersey

ss

Monmouth County

I, William W. Carpenter, Deputy Clerk of the Superior Court, Law Division, in and for said County, the same being a Court of Record, DO HEREBY CERTIFY that the foregoing copy of:

PLAINTIFFS CERTIFICATION IN RESPONSE TO DEFENDANT'S MOTION TO DISMISS PLAINTIFF'S COMPLAINT WITH LETTER DATED 2/12/96

CATHERINE P . DORSEY MON L 5827-96

VS

LEHMAN BROTHERS HOLDINGS, INC., SUNSOURCE L.P., J.N. FAUVER INC., JAMES CUNNINGHAM, JANE & JOHN DOE

is true and correct as the same remains on file in my office as of April 30, 1997.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court and County, at Freehold, this day of

AUGUST 26, 1997

"s/William W. Carpenter"
WILLIAM W. CARPENTER
DEPUTY CLERK OF THE
SUPERIOR COURT

There are two different Fauver February 12, 1996 letters certified received by Monmouth County Court, one certified received April 3, 1997 from defendants with different type and different signature than the February 12, 1996 letter certified received April 30, 1997 from plaintiff.

I received mine from John Dorsey's Supplemental Certification presented to the Court dated 3/14/96. Due to the rules of document preparation, I cannot show the discrepancies in the two different letters. However, they are certified received by the Court and are in the records.

DATE: 2/19/96
TO: ATLANTIC REGION/ALL
FROM: JIM CUNNINGHAM AND JOHN DORSEY
RE: "CHANGES IN THE ATLANTIC REGION" EFFECTIVE 3/1/96

FAUVER
J.N. Fauver Company
605 Main St., PO Box 150
Boonton NJ 07005
(800) 328-2805
Fax (201) 299-6200

WE ARE SURE THAT BOB HAS FILLED YOU IN BUT JOHN & I FELT A NEED TO SUMMARIZE OUR POSITION AND THE FEELINGS WE HAVE FOR THE WELL-BEING & CONTINUED GROWTH OF BR #15 AND ITS EMPLOYEES.

LAST WEEK FAUVER DECIDED TO REDUCE OUR BUDGET FIGURE FROM $2.27 MIL SALES TO $1.6 MIL. OBVIOUSLY, THIS REDUCED AVAILABLE REVENUE TO SUPPORT A PROFITABLE BR #15 OPERATION.

JOHN DORSEY & I ELECTED TO CHANGE OUR RELATIONSHIP WITH FAUVER WHILE STILL WORKING WITH FAUVER AND ROUTING ALL OUR ORDERS THROUGH BALTIMORE. THIS SEEMED TO BE THE ONLY "VIABLE" SOLUTION. WE WILL BECOME "INDEPENDENT REPRESENTATIVES" AND HAVE FORMED A SEPARATE COMPANY (WE WILL STILL IDENTIFY OURSELVES WITH FAUVER WHEN WORKING WITH FAUVER CUSTOMERS AND IN MANY CASES, THE END CUSTOMER WILL NOT BE AWARE OF THE CHANGE).

IT DOESN'T TAKE A ROCKET SCIENTIST TO REALIZE THAT $1.8 ML DIVIDED 4 WAYS IS $400K/MAN. JOHN & I ARE CONFIDENT WE CAN "CONTRIBUTE" AT LEAST $150K EACH. IT WILL BE IMPERATIVE THAT KEN & CARTER DO THE SAME ADDITIONALLY. THERE WILL BE SOME "HOUSE" BUSINESS AS WELL AS SOME ACCOUNTS COVERED BY BOB & JOHN HARGREAVES. IT WILL BE ABSOLUTELY NECESSARY

THAT ALL OF US COMMIT TO THE #'S WE HAVE PROJECTED – IF SO, BALTIMORE WILL PROSPER AND ALL OF YOU (AS WELL AS JOHN & ME) WILL MAKE A LOT OF $.

BOB ADAMS IS IN CHARGE OF BR #15 AS WELL AS THE ATLANTIC REGION. HE WILL SET POLICY, DETERMINE BONUS PLANS, ETC. JOHN & I WILL ALWAYS BE HERE TO HELP IF YOU CANNOT OBTAIN ASSISTANCE FROM ANOTHER SOURCE WITHIN FAUVER. HOWEVER, SINCE WE ARE NOT FAUVER EMPLOYEES AND DRAW NO EXPENSE $ WE MUST PUT OUR EFFORTS INTO GENERATING SALES FROM OUR OWN ACCOUNTS.

BOTTOM LINE: JOHN & I TOOK A 50% CUT IN PAY AS WELL AS ELIMINATION OF ALL EXPENSES & BENEFITS. WE DO THIS WILLINGLY IF IT WILL LEAD TO A STRONGER BALTIMORE OPERATION AND THE CONTINUED WELL-BEING OF THOSE PEOPLE ASSOCIATED WITH BALTIMORE. PLEASE WORK HARD AND SMART -- WE DON'T WANT THIS "SACRIFICE" TO HAVE BEEN NEEDLESS.

REMEMBER ONE THING -- FAUVER IS A STRONG, GROWING COMPANY. FRANK IS COMMITTED TO THE ATLANTIC REGION BUT WE NEED TO PRODUCE RESULTS. THE "LEARNING CURVE" IS OVER. USE THE FAUVER ASSETS (ENGINEERING, INVENTORY, MFG., ETC.) AVAILABLE TO YOU. YOU ALL HAVE A BRIGHT FUTURE AND WE WANT TO SEE FAUVER AS A DOMINANT FACTOR ON THE EAST COAST IN THE YEARS AHEAD. GOOD LUCK.

JOHN & JIM

ADL
TECHNOLOGY, INC.
44 Dawn Lane
Suffern, NY 10901
Telephone/Fax: 914-357-5478

DATE: 2/20/96

TO: **CHUCK DALE**

FROM: JIM CUNNINGHAM

CC: FRANK BRAYTON
JOHN DORSEY
HOWARD WHITE

RE: ADL TECHNOLOGY, INC. & OUR CONVERSATION TODAY 2/20/96

CHUCK, I KNOW YOU SAID YOU DID NOT NEED THIS CONFIRMATION BUT WANTED TO DO IT JUST TO MAKE SURE I HAD THINGS RIGHT. ALSO, IT IS IMPORTANT THAT ALL PARTIES CONCERNED ARE AWARE OF OUR AGREEMENTS OVER WHAT WILL HAPPEN DURING THIS TRANSITION.

JOHN DORSEY & I WILL REMAIN FAUVER EMPLOYEES THROUGH 3/1/96. THIS GUARANTEES US DISABILITY INSURANCE (BOTH OF US) AND MEDICAL INSURANCE (JOHN ONLY) AS WELL AS LIFE INSURANCE THRU THE END OF MARCH.

ADDITIONALLY, JOHN WILL BE ALLOWED TO KEEP HIS FAUVER CAR THROUGH 3/31/ WITH THE UNDERSTANDING YOU WILL NOT PAY ADL THE $500/ MONTH CAR ALLOWANCE IN MARCH. WE WILL LOOK AT 3 OPTIONS REGARDING THE CAR: (1) BUY FROM DRUMMY (2) LEASE FROM DRUMMY OR (3) RETURN THE CARE TO FAUVER EFF. 3/31/96.

(IF YOU CAN SEE A WAY OF CONTINUING JOHN'S CAR

ARRANGEMENT A FEW MONTHS PAST MARCH IT WILL MAKE OUR LIVES MUCH EASIER).

WE ASK THAT YOU SEND 1 - $7,000 CHECK EACH MONTH (PREFER 15TH. EA. MONTH) TO: ADL TECHNOLOGY, INC. 44 DAWN LN., SUFFERN, N.Y. 10901. TEL. & FAX: 914-357-5618. (CHECK FOR MARCH WILL BE $6,500).

JOHN & I ARE OPTIMISTIC THAT THIS ARRANGEMENT WITH FAUVER WILL WORK OUT FOR ALL CONCERNED. IT IS GOING TO TAKE US UNTIL T HE END OF THE YEAR TO GET BACK ON OUR FEET FINANCIALLY BUT WE WILL EXCEED THE FORECAST #'S I GAVE FRANK AND SHOULD INSURE T HE SUCCESS & GROWTH OF BR. #15 (BALT.).

WE BOTH APPRECIATE THE SUPPORT YOU, FRANK & OTHERS @ FAUVER HAVE EXPRESSED. THANK-YOU.

REGARDS,

"s/Jim Cunningham"

JIM CUNNINGHAM

ADL
TECHNOLOGY, INC.

DATE: 12/2/96

TO: FRANK BRAYTON

FROM: JOHN CUNNINGHAM

RE: JOHN DORSEY / OUR CONV. LAST WEEK

I SENT THE ATTACHED LETTER TO JOHN ON 2/12/96. COPY WENT TO YOU BY FAX.

WE (YOU INITIATED CONVERSATION) STARTED TALKING ABOUT "DOWN-SIZING" THE ATLANTIC REGION IN EARLY FEB. YOU ASKED FOR A PLAN BY 2/8 (I KNOW BECAUSE I WAS IN PUERTO RICO ON A BUSINESS TRIP FOR FAUVER – PREMSCO, INC). YOU SAID WE MUST CUT THE NORTHERN AREA OF THE ATLANTIC REGION (JOHN & ME0.

WHEN I WROTE THE LETTER TO JOHN ON 2/12 HE WAS UNAWARE FEB. WAS HIS LAST MONTH WITH FAUVER. HE AND I SPOKE INFORMALLY ABOUT ADL TECHNOLOGY HE WAS UNSURE WHAT HE WANTED TO DO AND INDICTED HE HAD OTHER OPPORTUNITIES HE WANTED TO PURSUE BEFORE MAKING UP HIS MIND.

SINCE I HIRED JOHN (JAN. '96) (actually hired Jan. '95) IT WAS MY OBLIGATION TO FIRE HIM. (SEE ATTACHED).

AROUND MID FEB. JOHN DECIDED TO GIVE ADL A TRY -- SEE MY LETTER OF 2/19 TO THE ATLANTIC REGION INFORMING THEM OF THIS. ALSO, SEE MY LETTER OF 2/20 TO CHUCK DALE CONFIRMING OUR STATUS.

NEITHER ADL (NOR FAUVER) ARE IN ANY WAY INVOLVED IN THE DISPUTE BETWEEN JOHN AND

HIS FORMER WIFE. ALL MY (ADL) ENERGIES WERE DIRECTED AT MAKING THE TRANSITION FROM FAUVER TO ADL AND INSURING THE SUCCESS OF ADL. JOHN IS AN EMPLOYEE OF ADL AND HAS NO OWNERSHIP POSITION.

IF YOU HAVE ANY QUESTIONS PLEASE CALL. THANK-YOU AGAIN FOR THE PAST SUPPORT. WE ARE DISAPPOINTED SDI HAS ELECTED TO "PULL THE PLUG". THIS MAY JEOPARDIZE ADL'S FUTURE.

REGARDS,

"s/Jim Cunningham"

JIM CUNNINGHAM

Corporate Headquarters: 44 Dawn Lane, P.O. Box 871, Suffern, NY 10901 Tel: 914-369-8401 Fax: 914-357-9618

Branch Office: 131 Landing Road, Landing, NJ 07850 Tel: 201-398-3966 Fax: 201-398-7217

Inter-Office Memo

FAUVER

TO: FRANK

FROM: JIM C.

DATE: 12/3/94

RE: BARRY DORSEY

AS DISCUSSED, BARRY AND I HAVE WORKED TOGETHER FOR MANY YEARS.

ATTACHED IS A LETTER I SENT TO HIM A FEW WEEKS AGO. HE HAS ACCEPTED OUR OFFER AND WILL JOIN FAUVER 1/5/95.

AS DISCUSSED, THE REASON HE IS NEEDED IS TO HELP ME COVER MOOG. BARRY'S A VERY TALENTED ENGINEER AND AN EXCELLENT FLUID POWER MAN - HE'LL DO MUCH MORE THAN JUST SELL MOOG.

BRINGING HIM ABOARD BASED UPON '95 PROJECTION OF $450,00 IN SALES.

AS DISCUSSED, WE'LL OFFER HIM A $10K BONUS IF HE EXCEEDS $800K IN '95. I'LL STRUCTURE A PLAN THAT ALLOWS HIM AN ADDITIONAL $5K BONUS FOR EVERY $200K ABOVE THAT (I.E. $1 MILLION - BONUS: $15K; $1.2 MILLION -- 20K, ETC.). HE UNDERSTANDS THAT THIS WILL HAVE NO IMPACT ON HIS BASE SALARY FOR '96 (PER OUR DISCUSSION).

FRANK -- BARRY IS A GO-GETTER. MAY SURPRISE US BOTH. DO NOT SEE ANY RISK AT THE $450K LEVEL.

JIM C.
"s/JIM C."

FAUVER
J.M. Fauver Company
601-P Hammond Ferry Rd.
Linthicum, MO 21090
(410) 636-9380
Fax (410) 636-9384

MR. BARRY DORSEY
43 KING RD.
LANDING, NJ 07850

RE: EMPLOYMENT WITH J.N. FAUVER

DEAR BARRY (JOHN):

AS DISCUSSED IN THE CAR ON THE TRIP BACK FROM BUFFALO LAST THURS. – THIS IS PRELIMINARY.

YOU WOULD START ON OR ABOUT JAN. 15 (EARLIER THE BETTER BUT NOT BEFORE JAN. 1). SALARY $48,000. GUARANTEED BONUS: $12,00 (PAID $1,00/MONTH). THERE WILL BE "PERFORMANCE BONUS POTENTIAL" BEYOND THIS – CANNOT ESTIMATE WHAT THIS WILL BE BUT WOULD "GUESS" THAT FIRST YEAR (IF WE DO WELL) COULD BE $10-15,000 ADDITIONAL. FOLLOWING YEAR (AGAIN, IF WE DO WELL) YOU COULD BE BACK UP NEAR OR OVER YOUR CURRENT GUARANTEE FROM JOE. AFTER THAT IT WILL BE UP TO YOU – I'VE ALREADY TOLD YOU SOME OF THE FIGURES MADE BY FAUVER EMPLOYEES – THERE IS NO REASON YOU CAN'T ACHIEVE T HAT LEVEL.

CAR: CAR PROGRAM FOR '94 IS ATTACHED. THIS WILL CHANGE IN '95 – PROBABLY INCLUDE A WIDER RANGE OF CARS & NEW MODELS. BASE CARE WILL COST YOU NOTHING – YOU GET GAS CREDIT CARDS & FAUVER PICKS UP ALL TOLLS, PARKING, MAINTENANCE, ETC. EXTRAS BEYOND BASE ARE AT YOUR EXPENSE.

THE FAUVER EMPLOYEE HANDBOOK IS BEING

REVISED AND SHOULD BE COMING BACK FROM THE PRINTERS SHORTLY (INDIVIDUAL I CHARGE IS ON VACATION THIS WEEK SO I CAN'T GIVE YOU EXACT DATE – EXPECT EARLY DEC.). THIS BOOK COVERS MEDICAL INSURANCE, LIFE INS., 401K RETIREMENT PLAN (IN ADDITION TO 401K) DISABILITY INS., ETC.

FAUVER RECOGNIZES THE NORMAL NATIONAL HOLIDAYS AND THEIR DAYS OFF ARE SIMILAR TO WHAT YOU HAD AT AIROYAL CO. NORMALLY YOU WOULD BE ENTITLED TO 1 WEEK VACATION DURING THE FIRST YEAR – AS DISCUSSED, YOU WILL HAVE 2. I HAVE NEVER QUESTIONED YOUR "WORK -ETHIC" AND DO NOT FEEL VACATION TIME OR TIME OFF WILL BE A PROBLEM BETWEEN US. BOTTOM LINE IS RESULTS – I'M CONFIDENT YOU CAN PRODUCE THEM.

EXPENSES -- PAID MONTHLY. FAUVER WILL PICK UP ALL O T OF POCKET BUSINESS EXPENSES. WE WILL ALSO PAY FOR CELLULAR TEL. USAGE (NORMALLY LIMIT OF $75.00/MONTH). OBVIOUSLY WE PICK UP ALL AIR TRAVEL, ETC. EXPENSES ARE SUBMITTED TO ME AT THE END OF EACH MONTH – GENERALLY TAKES 2 WEEKS FOR YOU TO RECEIVE YOUR CHECK. NOTE: PAYCHECK (AFTER 2 - 3 PAY PERIODS) CAN BE ON A DIRECT DEPOSIT BASIS TO YOUR BANK. THIS WORKS WELL AND ALL EAST COAST FAUVER EMPLOYEES ARE ON THIS PROGRAM. FAUVER PAYS TWICE EA. MONTH (1ST& 15TH) – YOU NORMALLY WILL RECEIVE DEPOSIT VERIFICATION IN THE MAIL BEFORE EA. PAYDAY.

BARRY, THIS IS AN EXCITING AND CHALLENGING OPPORTUNITY. IT DEALS DIRECTLY TO YOUR STRENGTHS AND SHOULD PROVIDE A HIGH LEVEL OF JOB SATISFACTION. THE WORK WILL BE HARD AND THE HOURS LONG BUT I'VE NEVER KNOWN THAT TO CONCERN YOU TOO MUCH.

YOU HAVE AN OPPORTUNITY TO BUILD SOMETHING VERY SUBSTANTIAL THAT WE CAN BE PROUD OF. I EXPECT YOU TO BE A "PARTNER" IN THIS ENDEAVOR AND WILL LOOK TO YOU FOR ADVICE, GUIDANCE & INPUT. NOT A LOT OF "RULES" – WE WILL DO WHAT MAKES GOOD BUSINESS SENSE AND WILL LET OUR EXPERIENCE AND THE MARKET BE OUR GUIDE.

SINCERELY

"s/James W. Cunningham"
JAMES W. CUNNINGHAM
EAST COAST MANAGER

Inter-Office Memo

DATE: 1/4/96 (REV. #1) FAUVER

TO: ATLANTIC REGION / OUTSIDE SALES

FROM: JOHN CUNNINGHAM & BOB ADAMS

CC: FRANK BRAYTON/SARA D'LUGE

RE: ATLANTIC REGION BONUS PLAN FOR 1996
(NOTE: EA. TERR. HAS A $500K SHIPMENTS GOAL)

MONTHLY SHIPMENTS GOAL IS $42K/MO. BASE MONTHLY BONUS IS $1,000.

MONTHLY BONUSES: EXPRESSED AS A % OF BASE MONTHLY BONUS

140% OF GOAL OR GREATER = 1.5 x BASE BONUS
130% OF GOAL OR GREATER = 1.4 X BONUS
120% OF GOAL OR GREATER = 1.3 X BONUS
110% OF GOAL OR GREATER = 1.2 X BONUS
100% OF GOAL OR GREATER = 1.0 X BONUS
90% OF GOAL OR GREATER = .7 X BONUS
80% OF GOAL OR GREATER = .5 X BONUS
79% OF GOAL OR LESS = NO BONUS

WE WANT TO ENCOURAGE AND REWARD PROFITABILITY. OUR BRANCH % GM GOAL FOR '96 IS 28.5% (UP FROM 27.0% IN '95). TO REACH THAT GOAL WE ALL MUST BE AWARE OF THE PROFIT ASSOCIATED WITH EACH ORDER AND WORK TO INCREASE THAT PROFIT.

THE FOLLOWING GM BONUS IS TIED TO SELLING YOUR GOAL AT HIGH MARGIN. (NOTE: GM BONUS ONLY APPLIES IF MONTHLY SHIPMENT GOAL IS MET)

SHIPMENTS EXCEED GOAL & GM% IS:

28-29%: RECEIVE + 10% OF BASE BONUS
29-30%: RECEIVE +25% OF BASE BONUS
30-31%: RECEIVE +40% OF BASE BONUS
31 & UP%: RECEIVE +50% OF BASE BONUS

(AS AN EXAMPLE, IF YOU SHIPPED $52,000 @ 29.2% GM YOUR MONTHLY BONUS WOULD BE: 1.3 X $1,000 + .25 X $1,000 - $1,550)

WE HAVE A LOT OF GOOD THINGS GOING. THE ATLANTIC REGION IS STARTING TO TURN THE CORNER. THERE IS NO REASON WHY EACH OF YOU SHOULD NOT BE AT A HIGH BONUS (&GM BONUS) LEVEL THROUGH ALL OF '96.

"s/Jim C." "s/Bob"

JIM & BOB

DATE: 7/23/96
TO: FAUVER CO.
FAX: 810-597-1766

ATTN: CHUCK DALE TOTAL # PAGES: 2

FROM: JIM CUNNINGHAM & JOHN B. DORSEY

CHUCK, WE WOULD APPRECIATE YOUR HELP.
CATHERINE P. DORSEY (PATSY), JOHN'S FORMER WIFE (DIVORCED OVER 15 YEARS) IS CONTINUING TO QUESTION OUR EMPLOYMENT AND INSISTS WE ARE STILL FAUVER EMPLOYEES.

SHE DOES NOT BELIEVE YOU (HAD SEVERAL TEL. CONV. W/YOU) OR US AND THINKS WE ARE EMPLOYEES OF THE FAUVER COMPANY.

WOULD YOU PLEASE WRITE A LETTER TO:

CATHERINE P. DORSEY
74 OLD POST ROAD
FREEHOLD, NJ 07728

ADVISE HER THAT OUR EMPLOYMENT WITH FAUVER ENDED MARCH 1, 1996. JOHN B. DORSEY AND JAMES CUNNINGHAM ARE NOT FAUVER EMPLOYEES.

THANK YOU.

"s/Jim Cunningham"

JIM CUNNINGHAM

PLEASE COPY US ON THIS LETTER:

JAMES CUNNINGHAM
44 DAWN LANE
SUFFERN, NY 10901

JOHN B. DORSEY
131 LANDING RD.
LANDING, NJ 07850

NOTE: MY LETTER TO JOHN DORSEY TERMINATING HIM FROM THE FAUVER COMPANY IS ATTACHED. THIS WAS DISCUSSED WITH FRANK AND I THOUGH I HAD SENT YOU BOTH A COPY. YOU MAY WANT THIS LETTER IN YOUR FILES.

FAUVER
J.N. Fauver Company
1500 E. Avis Drive
Madison Heights, MI 48071
(810) 585-5252
Fax (810) 585-1183

June 24, 1996

To: Catherine Dorsey

From: Charles R. Dale

Pursuant to our phone conversation this date, please be advised that Mr. John B. Dorsey is not now, nor has been since March 1, 1996, an employee of the J.N. Fauver Company.

Signed:

"s/Charles R. Dale"

Charles R. Dale
Vice President

FAUVER
J.N. Fauver Company
1500 E. Avis Drive
Madison Heights, MI 48071
(810) 585-5252
Fax (810) 585-1183

RECEIVED
SEP 10 1996'
LAW OFFICE
PAUL E. ZAGER

September 4, 1996

Mr. Rocco Ravaschiere
Law Offices of Paul E. Zager
Attorney at Law
78 Shrewsbury Avenue
Tinton Falls, NJ 07724

Re: John B Dorsey

Dear Mr. Zager,

In response to your letter to Ms. Beth Waters dated August 6, 1996, please be advised that Mr. John B. Dorsey was terminated from the employment of J.N. Fauver Company on March 1, 1996 in accordance with the letter from Mr. James Cunningham dated February 12, 1996.

This letter from Mr. Cunningham contains all the significant data relative to the separation and is in agreement with the terms and conditions set forth by Division management.

I trust this answers all the questions, and will put an end to the repeated calls from your client to several people in our organization regarding this matter.

Sincerely,

"s/Charles R. Dale"

Charles R. Dale
Vice President
Chief Financial Officer

LAW OFFICE OF HUGO R. HARMATZ
Route 34 & Artisan Way
Post Office Box 500
Colts Neck, NJ 07722

(908) 845-1331

Member-New Jersey Bar
Pennsylvania Bar
District of Columbia Bar
Admitted - U.S. Federal District Courts

1903 Walnut Street
Box 125
Philadelphia, Pa 19103
(215) 387-6060

1429 G Street, NW
Suite 550
Washington, DC 20005
(202) 546-6060

Please Reply to: Colts Neck Office

24 April 1997

Ms. Laura Larkin
Superior Court of New Jersey
71 Monument Park
Freehold, New Jersey 07728

CLIENT'S COPY

Re: Dorsey-v-Lehman Brothers, et als.
Docket No: L-5827-97

Dear Ms. Larkin:

Pursuant to my phone conversation with your office today, please find annexed a TIS which is applicable to the litigation aforementioned. We are in receipt of the Case Scheduling Order of 04 April 1997.

Please be advised that this office has only recently begun the discovery process as the defendant(s) only answered the Complaint in January and February 1997. Moreover, the defendants have recently filed a motion to dismiss the Complaint. Therefore, we have been delayed in serving

the defendants with the necessary and requisite discovery demands.

Please allow an extension of ninety (12) days the items labeled as #1, & #4, at this juncture.

Thank you for your attention in the aforementioned.

Respectfully,

"s/Hugo R. Harmatz"
Hugo R. Harmatz

HRH: file - CA/PA/DORS/LIT/96
encl

pc: Robert White, Esq. (w. encl.)
Ms. Catherine P. Dorsey (w. encl.)

MONMOUTH COUNTY
COMPLEMENTARY DISPUTE RESOLUTION/
TRIAL INFORMATION STATEMENT

Dorsey
Plaintiff(s)

vs.

Lehman Brothers, et als.
Defendant(s)

CLIENT'S COPY

DOCKET #L-5827-96

---

Track: Standard

Consolidated with:
Docket #_____

Is discovery complete: ( ) Yes (x) No

If no, please explain what remains to be done and the amount of time needed:

Defendants answered complaint in January and February 1997. Discovery demands have only recently been sent and more are to follow. Interrogs still to be sent, deps to be scheduled. 120 additional days req.

If case is not a personal injury or auto negligence, which CDR program is applicable?
Voluntary Binding Arbitration___ Mediation __ Other ___

Please explain _____
_____

Unavailable Dates:
(within 75 days)

Reason

_____ _____
_____ _____

"s/Hugo R. Harmatz
Plaintiff(s) Attorney
Hugo R. Harmatz, Esq.
24 April 1997

_____
Defendant's Attorney

new and updated experience into D&B Reports as this information is received. At this time, none of those experiences relate to this company.

---

FINANCE
07/30/96 As of July 30, 1996, a search of Dun & Bradstreet's Public Record Database found no open suits, liens, judgments or UCC's to which Adl Technology, Inc. at 44 Dawn Lane, Suffern, NY was a named defendant or debtor. Public records received hereafter will be entered into the Database and will be included in reports which contain a Public Filings section.

---

HISTORY
07/30/96

JAMES C. CUNNINGHAM, PRES-CEO
HOWARD J. WHITE, TREAS
JOHN B. DORSEY, V PRES ENGINEERING
WILLIAM A ZUCKER, ESQ., CLERK & LEGAL COUNSEL

DIRECTOR(S): THE OFFICER(S)

---

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF 10/25/1996:

BUSINESS TYPE: Corporation - Profit
DATE INCORPORATED: 08/25/1992
STATE OF INCORP: New York

---

Business started 1992 by officer.
Stock ownership is determined.

JAMES C CUNNINGHAM. W.P. 1966 BS engineering. Pilot & engineer (AMC) US Army 1966-1971. EDS (NY) 1971-1972. Airoyal Co 1972-1989. Purchases Airoyal 1983. President & owner Stewart-Hunt 1983-1986. V.P. Lehigh 1990-1993. Group VP Fauver Co 1994-1996. Board of Directors Premsco (.P.R.) and Vitronics Inc (N.J.)

JOHN B. DORSEY. Queens College (NYC) & Academy of Aeronautics (Engineering). Designer on site for Pulp Mills in Egypt, Greece & various US sits. Hyd. & Pneumatic applications Eng. Sr Process Design Engineer for Scharfer Brewery, Lummus Construction (Ang project). Foster Wheeler (Mobil Oil Project), Scientific Design (Hess Oil) and Fluor Construction (Soho Refinery). Chief engineer for Airoyal Cyls 1991-1994. Applications engineer Fauver Co 1994-1996.

HOWARD J. WHITE. BS (Acctg) St. Peters College, MBA (Taxation) Pace University, Certified Public Accountant - NY extensive business experience in Big 8 accounting firms, Fortune 500 companies and small business.

WILLIAM ZUCKER. Yale undergraduate, Harvard Law. Partner Gadsby & Hannah (Boston).

---

OPERATION

07/30/96 Management consulting services

ADL TECHNOLOGY, INC.
P.O. BOX 270
FLORAL PARK, NY 11001

THE BANK OF NEW YORK
530 FIFTH AVENUE
NEW YORK, NY 10036
1-1/210 420

09662

10/25/96

PAY TO THE ORDER OF Lana Dorsey $***1,300.00

One Thousand Three Hundred and 00/100********** DOLLARS

Security feature printed Details on back

Lana Dorsey
43 King Rd.
Landing, NJ 07850

MEMO

Howard Schultz

⑈009662⑈ ⑆021000018⑆ 6300365⑈

A-53

FILED

FEB 20 1996
LONNA R. HOOKS
Secretary of State

*CERTIFICATE OF INCORPORATION*
*Of*
AQUA ALL, INC.

*This is to certify that, there is hereby organized a corporation under and by virtue of N.J.S.14A:1-1 et seq., the "New Jersey Business Corporation Act."*

14A:2-7 (1) (a)

*1. The name of the corporation is* AQUA ALL, INC.

14A:2-7(1) (g)

*1. The address (and zip code) of this corporation's initial registered office is*

175 Lakeside Boulevard, Suite 1531
Landing, New Jersey 07850

*and the name of this corporation's initial registered agent at such address is*

JOHN BARRY DORSEY

14A:2-7 (1) (b)

*3. The purposes for which this corporation is organized are:*

*To engage in any activity within the purposes for which corporations may be organized under the "New Jersey Business Corporation Act." N.J.S. 14A:1-1 et seq.*

14A:2-7 (1) (b)

*1. The first Board of Directors of this corporation shall*

*consist of* 2 *Director(s) and the name and address of each person who is to serve as such Director is:*

| *Name* | *Address* | *Zip Code* |
|---|---|---|
| JOHN BARRY DORSEY | 43 KING ROAD LANDING, NJ | 07850 |
| LAURA DORSEY | 43 KING ROAD LANDING, NJ | 07850 |

14A:2-7 (1) (I)

6. *The name and address of each incorporator is:*

| *Name* | *Address* | *Zip Code* |
|---|---|---|
| JOHN BARRY DORSEY | 43 KING ROAD LANDING, NJ | 07850 |
| LAURA DORSEY | 43 KING ROAD LANDING, NJ | 07850 |

*In Witness Whereof, each individual incorporator, each being over the age of eighteen years, has signed this Certificate; or if the incorporator be a corporation, has caused this Certificate to be signed by its authorized officers, this* 30th *day of* January 1996

"s/John B. Dorsey"
John B. Dorsey

"s/Lana Dorsey
Laura Dorsey

Debtor: *Dorsey, John Barry* Case No: _____

FILING OF PLAN

For Chapter 9, 11, 12 and 13 cases only.

PRIOR BANKRUPTCY CASE FILED WITHIN LAST 6 YEARS

Location Where Filed Case Number Date Filed

*NONE*

Relationship District Judge

REQUEST FOR RELIEF

Debtor requests relief under the U.S. Code tile 11 chapter specified in this petition.

SIGNATURES

Attorney

"s/Scott E. Tanne" Date: 12/16/96

Attorney: *Scott E. Tanne, Esq.*

INDIVIDUAL DEBTOR

I declare under penalty of perjury that the information provided in this petition is true and correct.

"s/John Barry Dorsey" DATE: 12/16/96

Debtor: *Dorsey, John Barry*

CORPORATE OR PARTNERSHIP DEBTOR

I declare under penalty of perjury that the information in this petition is true and correct and that I have been authorized to file this petition on behalf the debtor.

X_____

Signature of Authorized Individual

Name:

Title: Date:

* If the Debtor is a corporation filing under chapter 11, Exhibit "A" is attached and made a part of this petition.

TO BE COMPLETED BY INDIVIDUAL CHAPTER 7 DEBTOR WITH PRIMARILY CONSUMER DEBTS (See P.L. 98-353 s322)

I am aware that I may proceed under chapter 7, 11, or 12, or 13 of title 11, U.S. Code understand the relief available under such chapter and choose to proceed under Chapter 7 of such title. If I am represented by an attorney Exhibit "B" has been completed.

"s/John Barry Dorsey" DATE: 12/16/96
Debtor: *Dorsey, John Barry*

EXHIBIT "B"

I, the attorney for the debtor(s) named in the foregoing petition, declare that I have informed the debtor(s) that (he, she, or they) may proceed under chapter 7, 11, 12, or 13 of title 11, U.S. Code, and have explained the relief available under such chapter.

"s/Scott E. Tanne" Date: 12/16/96
Attorney: *Scott E. Tanne, Esq.*

CERTIFICATION AND SIGNATURE OF NON-ATTORNEY BANKRUPTCY PETITION PREPARER (See 11 USC 110)

I certify that I am a bankruptcy petition preparer as defined in 11 USC S110, that I prepared this document for compensation and that I have provided the debtor with a copy of this document.

Name of Bankruptcy Petition Preparer:

All Others who Assisted in Preparation:

X_____
Signature of Preparer

Failure to comply may result in fines or imprisonment or both. 11 USC S110; 18 SC S156

FILED

FEB 21 1996
Barbara Zucker - Zarrett, J.S.C.
Judge's Chambers
Morris County
Courthouse

KANENGISER & KALISH ESQS.
50 North Beverwyck Road
Lake Hiawatha, New Jersey 07034
(201) 299-8660

LAWRENCE H. KALISH, ESQS.
Attorney for Plaintiff

| | | |
|---|---|---|
| | : | SUPERIOR COURT OF |
| | : | NEW JERSEY |
| LANA DORSEY, | : | CHANCERY DIVISION: |
| | : | MORRIS COUNTY |
| Plaintiff, | : | FAMILY PART |
| | : | |
| vs. | : | DOCKET NO.: FM-14-000 |
| | : | 548-96 |
| JOHN BARRY DORSEY, | : | |
| | : | Civil Action |
| Defendant. | : | DEFAULT JUDGMENT OF |
| | : | DIVORCE |

This action coming on to be heard in the presence of Lawrence H. Kalish, Esq., attorney for and of counsel with the plaintiff, and JOHN BARRY DORSEY, pro se the Defendant, before Honorable "s/Barbara Zucker Zarret" on the 21st day of February, 1996, upon Complaint and upon proofs being taken in open court, and the court having considered the proofs in this action and the argument of counsel, and it appearing that defendant was duly served with Summons and complaint on November 7, 1995, failed to answer or otherwise appear, and that a default was entered by the Clerk of the Superior Court of New Jersey on February 13, 1996, and it appearing that the plaintiff and the

defendant were joined in the bond of matrimony on or about the 28th day of December, 1990, and that the defendant had been guilty of extreme cruelty against the plaintiff, as alleged in the Complaint, and that at the time the cause of action for divorce for such conduct arose, the plaintiff was a bona fide resident of this state, and that the plaintiff has been for the ..... next preceding the commencement of this action, a bona fide resident of the State, and it further appearing that jurisdiction herein has been acquired for the personal service of process upon the defendant within this State; further appearing that an agreement exists by and between the parties, October 18, 1995, which is attached hereto and made a part hereof, and the parties having both testified that they have read and fully understand the terms and provisions thereof, have entered into said agreement, freely and voluntarily, have stated that the Agreement represents a fair and equitable resolution of the issues between the, and have affirmed that they are . . . . . to be fully bound by the terms of said agreement, and it is therefore,

ORDERED and ADJUDGED, and such court, by virtue of the power and authority of this court and of the acts of the legislature in such cases provided hereby ORDER and ADJUDGE that the plaintiff, LANA DORSEY, and the defendant, JOHN BARRY DORSEY, be divorced from the bond of matrimony for the aforesaid, and the parties, and each of them be freed and discharged from obligations thereof, and that the marriage is hereby dissolved; and

FURTHER ORDERED and ADJUDGED that the agreement between the parties be attached hereto and made part hereof as Exhibit A to be incorporated and merged with this judgment.

"s/Barbara Zucker-Zarrett"
HON. BARBARA ZUCKER-ZARRETT, I.S.C.

ALL CLAIMS FOR RELIEF SET FORTH IN THE READINGS AND NOT SPECIFICALLY REFERRED TO IN THIS JUDGEMENT, HAVE BEEN ABANDONED.

I, Michael J. Arnold, Deputy Clerk of the Superior Court of New Jersey, the same being a Court of REcord, do hereby certify that the foregoing is a true copy of the Default Judgement of Divorce now on file in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at Trenton this 31st day of May Nineteen Hundred and ninety-six..

"s/Michael J. Arnold"
DEPUTY CLERK

retain such independent counsel and have deliberated upon and considered their respective interests and demands, and have concluded that it is desirous and for the best interests of the parties that the property and financial questions, issues problems arising out of the marital relationship be set and determined; and

F. Each of the parties have read and fully understand the terms, conditions and provisions of this Agreement and believe same to be fair, just, adequate, reasonable and equitable and each of them freely and voluntarily accept such terms, conditions and provisions; and

G. the parties cancel and annul any and all other or prior Agreements entered into by them at any time heretofore made;

NOW THEREFORE, in consideration of the foregoing promises and mutual covenants and agreements herein contained, the parties covenant and agree as follows:

SUPPORT

1.1 The parties waive and relinquish any right or entitlement that they have or might have to alimony, support or maintenance whatsoever from the other, both presently and in the future.

INSURANCE COVERAGE

2.1 Husband shall cover Wife on Husbands health insurance provided through his employment until and subsequent to Judgment of Divorce, and shall be responsible for paying whatever additional costs as may be required. Husband shall provide Wife with all cards, forms

and information necessary, and shall otherwise fully cooperate with the processing of all claims by wife. The Wife shall solely and exclusively be responsible for all her own medical, dental, hospital and prescription drug expenses, which have not been covered through the health insurance provided by Husband's employer.

2.2. Husband shall maintain the life insurance policy on his life with the Travellers Insurance Company, in the amount of $200,000.00,. naming the wife as beneficiary until May, 2001. Husband shall furnish Wife with periodic proof of said continued coverage.

ATTORNEY'S FEES

3.1 The parties have agreed that Husband shall be fully responsible for the fees of Lawrence H. Kalish, Esq., Wife's attorney, for the preparation of this agreement and representation of wife on her divorce.

DISTRIBUTION OF REAL AND PERSONAL PROPERTY

4.1 The parties agree that the marital residence located at 43 King Road, Landing, New Jersey, and in the sole name of Wife, shall be considered the sole and exclusive property of the Wife, and Husband waives any and all interest which he may have therein. However, Husband shall be solely and exclusively responsible for the payment of 1st mortgage and 2nd mortgage, real estate taxes and homeowner's insurance upon the premises, and shall hold Wife completely harmless with respect thereto, until such time as Wife, in her sole discretion, elects to sell said premises and Husband shall be entitled to all deductions emanating therefrom on his annual federal and State income tax returns.

4.2 The parties have divided their tangible personal property evenly. Henceforth, each party shall own, have and enjoy, independently of any claim of the

other party, all items of tangible, personal and real property of any kind, nature and description and wheresoever situated, which are now owned by him or her, with full power to him or her to dispose of same as fully and effectively in all respects and for all purposes as if he or she were married. This includes Husband's pension and profit share plans through h is employment, which Wife hereby waives entirely.

4.3 Wife hereby waives any and all interest she may have in Husband's 401 K and IRA accounts. Husband hereby waives any and all interest he may have in Wife's IRA account.

4.4 The parties shall retain the individual bank accounts currently held in the individual names of the respective parties.

PLEDGING CREDIT/ALLOCATION OF DEBT

5.1 The wife represents and warrants to the husband that she has not incurred any other debts or obligations for which he or his estate may be liable. The husband represents and warrants to the wife that he has not incurred any debts or obligations for which she can or her estate may be liable. If either party has incurred such debts or obligations, he or she shall be solely responsible for them, and if the party is called upon to make any payment or contribution toward the same, the responsible party shall indemnify and hold the other party harmless from any obligation thereon. Each party represents and warrants that any other debt in his/her individual name, whether or not incurred during the marriage, shall be his/her sole and exclusive responsibility.

MUTUAL DISCHARGE AND RELEASES

6.1 Except as otherwise expressly provided, the parties shall and do hereby mutually remiss, release and

forever discharge each other from any and all actions, suits, debts, claims, demands and obligations whatsoever both in law and equity which either of them ever had, now has or may hereafter have against the other upon or by reason of any matter, cause or thing, up to the date of the execution of this Agreement.

6.2 Except as herein otherwise provided, each party may dispose of his or her property in any way, and each party hereby waives and relinquishes any and all rights he or she may now have or hereafter acquire under present and future laws of any jurisdiction to share the property or the estate of each other as the result of the marital relationship, including without limitation, dower, courtesy, statutory allowance, widow's allowance, homestead rights, right to take intestacy, right to take against the Will of the other and right to act as administrator or executor of the other's estate, and each party will at the request of the other, execute, acknowledge and deliver any and all instruments that may be necessary or advisable to carry into effect this mutual waiver and relinquishment of all such interests, rights and claims.

6.3 Wife specifically waives her interest in alimony, husband's pension and husband's annuity.

MOTOR VEHICLES

7.1 Husband shall retain exclusive use of the 1995 Ford Taurus, currently in his possession nd shall be solely responsible for any note payments, auto insurance and maintenance and repair charges with regard hereto and shall hold wife completely harmless therefrom. Husband shall be responsible for the payment of all automobile insurance premiums on Wife's automobile.

7.2 Wife shall retain exclusive use of the 1994 Saturn, currently in her possession and shall be solely

responsible for all maintenance and repair charges with regard thereto and shall hold husband completely harmless therefrom.

7.3 Husband has given to Wife the 1992 18 foot Duffield Electric Boat for her birthday. Husband will therefore transfer title to Wife to perfect her interest therein. Husband represents the boat is free and clear of all liens and encumbrances.

APPROVAL OF COURT

8.1 Nothing herein contained shall prevent either the husband or the wife from maintaining an action for absolute divorce in any jurisdiction in which either have the legal right to do so, and this Agreement will be introduced into evidence and incorporated into any Judgment which may be entered in any such action. In any event, this Agreement shall not merge in such Judgment, but shall survive and such Judgment shall be binding upon the parties.

UNDERSTANDING OF AGREEMENT

9.1 This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

9.2 The husband and wife have carefully read and both understand this Agreement and both acknowledge and represent that it is fair and equitable to each.

EXECUTION OF INSTRUMENTS

10.1 Each of the parties shall from time to time, at the request of the other, execute, acknowledge and deliver

to the other party any and all instruments that may be reasonably required to give full force and effect to the provision of this Agreement.

OTHER PROVISIONS

11.1 In the event of any dispute arising out of this Agreement or the performance thereof, the husband and wife agree that all attempts should be made between them to settle the dispute by agreement before using the Courts for determination.

11.2 Should the husband or wife fail to abide by the terms of this Agreement, the defaulting party will indemnify the other for all reasonable expenses and costs, including reasonable attorney's fees, incurred in successfully enforcing this Agreement.

11.3 This Agreement shall be governed by the laws of the State of New Jersey.

11.4 This Agreement may be modified in any respect by the mutual consent in writing of both husband and wife, or by the court having jurisdiction in this matter to which application may be made by either the husband or wife for modification of the terms of this Agreement because of the substantially changed circumstance of either party hereto.

11.5 The parties waive any right they have or may have to any pension and/or profit sharing plan and/or any other retirement benefit the husband is vested in or may become vested in either now or at any time in the future.

11.6 Both parties acknowledge that they have been advised of their right to seek independent tax consultation from an accountant, C.P.A. or other tax expert, so as to explain to them the potential impact and tax liabilities created by the within Separation and Property

Settlement Agreement with particular reference to the Domestic Relations Tax Reform Act of 1986, as amended.

11.7 Each party has had the opportunity to be represented by independent counsel of his/her choosing. Wife has retained Lawrence H. Kalish, Esq. to represent her interests, and to draft, negotiate and preside over the execution of this Agreement on her behalf. Husband has elected not to retain independent counsel, but to represent himself in this matter. Husband recognizes and acknowledges that Wife's attorney does not in any way represent Husband's interests. Husband represents that he fully and completely understands all of the terms and provisions of this agreement; has entered into it of his own free will and accord, is willing to be fully and completely bound by the terms of this Agreement and has concluded that under the circumstances surrounding this case, it is fair and equitable. Husband acknowledges and agrees that this Agreement shall be fully binding upon him, and that he waives the right to subsequently raise the issue that he was not represented by independent legal counsel at the time of signing this agreement.

11.8 husband and Wife elect to file joint tax return for 1995. Each shall cooperate with the other in filing, and shall equally share in any refund which may be forthcoming from New Jersey or the Federal Government. However, in the event of tax liability, Husband shall be fully responsible for same.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year written below their names.

| | |
|---|---|
| "s/B. L. Jones" 10/16/95 | "s/John Barry Dorsey" |
| B.L. Jones | Oct. 16, 1995 |
| Notary Public State of New Jersey | Dated |
| My Commission Expires April 22, 1996 | |

| | | | |
|---|---|---|---|
| "s/Lawrence H. Kalish " | | "s/Lana Dorsey" | |
| Witness | 10/18/95 | Lana Dorsey | 10/18/95 |

Eric Braverman, MD
274 Madison Ave., Suite 402
New York, NY 10016

June 4, 1997

To Whom It May Concern:

My patient, Brian Dorsey, is the son of an alcoholic and is diagnosed with Attention Deficit Disorder. He has suffered a severe head injury and is currently experiencing insomnia. On his BEAM test the Spectral Analysis indicates an excessive slowing bifrontally and his P300 shows slow speed and low voltage.

His insomnia is being treated successfully with L-Tryptophane.

Sincerely,

"s/Eric Braverman"

Eric Braverman, MD

ERB/sc

PAUL E. ZAGER
ROCCO RAVASCHIERE
788 Shrewsbury Avenue
Tinton Falls, NJ 7701
(908) 741-5000
Attorneys Plaintiff

**FILED**
March 15, 1996
Monmouth County
William W. Carpenter
Deputy Cerk

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION,
FAMILY PART
MONMOUTH COUNTY
DOCKET NO. FM-29539-81

CATHERINE P. DORSEY, Civil Action

Plaintiff

vs.

JOHN B. DORSEY

Defendant.

CROSS-MOTION FOR PAYMENT OF MEDICAL BILLS, PROOF OF LIFE INSURANCE AND PROOF OF MEDICAL INSURANCE

ORAL ARGUMENT REQUESTED

TO: BERNARD H. HOFFMAN, ESQ.
Attorney for Defendant
199 Broad Street
P.O. Drawer 789
Red Bank, New Jersey 07701

SIR:

**PLEASE TAKE NOTICE** that on Friday, the 22nd day of March, 1996, at 9:00 o'clock in the forenoon, or as soon thereafter as counsel may be heard, the undersigned attorneys for the plaintiff shall apply to the Superior Court of New Jersey, Chancery Division, Family Part, Monmouth County, at the Court House, Freehold, New Jersey for . . . .

PAUL E. ZAGER
Attorney at Law
788 Shrewsbury Avenue
Tinton Falls, New Jersey 07724

ROCCO RAVASCHIERE
Of Counsel

Telephone: (908) 741-5000
Fax: (908) 530-0194

January 5, 1996

Hon. Milton H. Gelzer
Court House
Freehold, New Jersey 07728

Re: Dorsey vs. Dorsey
Docket No. FM-29539-81

Dear Judge Gelzer:

Please be advised that I represent Catherine Dorsey in the above entitled matter.

Mrs. Dorsey is going through very severe medical and mental problems and I have attached hereto and make a part hereof, a letter from one of her doctors. I have been unable to confer with Mrs. Dorsey and effectually prepare the necessary paperwork to defend this Notice of Motion which is presently pending.

I would respectfully ask that the matter be adjourned for at least three months. I have been authorized to agree that any order in this matter be retroactive to the original return date.

Respectfully yours,

"s/Rocco Ravaschiere"

Rocco Ravaschiere

RR/rab
Enclosures

cc: Bernard H. Hoffman, Esq. (w/enc.)
Mrs. Catherine Dorsey

**AMI WEIL, PH.D.**
**27 West 86th Street, Suite 10**
**New York, New York 10024**

January 3, 1996

To Whom It May Concern:

I am currently treating Ms. Catherine Dorsey for major depression. She is also in the care of a psychiatrist from whom she is receiving anti-depressant medication.

Ms. Dorsey is currently unable to do the paperwork required to prepare her case. I do not believe she will be able to undertake this for at least three months -- at which point she will need to be reassessed.

Please let me know if more information is needed.

Sincerely,

"s/Dr. Ami Weil"

(212) 873-509

**PAUL E. ZAGER**
**Attorney at Law**
**788 Shrewsbury Avenue**
**Tinton Falls, New Jersey 07724**

**ROCCO RAVASCHIERE**
**Of Counsel**

**Telephone: (908) 741-5000**
**Fax: (908) 530-0194**

February 12, 1996

Hon. Milton H. Gelzer
Court House
Freehold, New Jersey 07728

Re: Dorsey vs. Dorsey
Docket No. FM-29539-81

Dear Judge Gelzer:

Enclosed please find two doctors' certificates in the above entitled matter. I still have been unable to adequately prepare this matter because of Mrs. Dorsey's disability. She herself, in spite of what her doctors have advised, feels that she can perhaps be in a condition in the middle of March to properly prepare herself for the defense of this motion, which is presently pending on February 23, 1996.

While I understand that Mr. Hoffman's client persists in trying to have this matter heard, I feel that in order to adequately defend this motion, I have to have Mrs. Dorsey's cooperation in preparing her defense.

I would, therefore respectfully request that this matter be heard around the middle of March, 1996. Thank you for your anticipated cooperation.

Respectfully yours,

"s/Rocco Ravaschiere"

Rocco Ravaschiere

RR/rab
Enclosures

cc: Bernard H. Hoffman, Esq. (w/enc.)
Mrs. Catherine Dorsey

**AMI WEIL, PH.D.**
**27 West 86th Street, Suite 10**
**New York, New York 10024**

January 31, 1996

To Whom It May Concern:

Catherine Dorsey is still under my care. She continues to experience debilitating depression. While she is working quite hard to overcome this, she would be unable at this time to undertake the preparatory work necessary for the trial. Additionally, I feel strongly that the stress of a trial at this time would be a setback.

Than-you for your understanding in this sensitive matter.

Sincerely,

"s/Dr. Ami Weil"

BETH ISRAEL MEDICAL CENTER
FIRST AVENUE AT 16TH STREET
NEW YORK, NEW YORK 10003
PHONE (212) 420-2000

2/2/96

Mr. Rocco Rabaschiere:

This letter is to follow-up my letter of 1/10/96. I have seen Ms. Catherine Dorsey on January 17 and again today. Although she is slightly improved, she is not well enough yet to perform the work needed to conduct her legal case (Dorsey vs. Dorsey).

My prognosis is unchanged from my previous letter.

Yours,

"s/Philip Yanowitch, MD"

Philip Yanowitch, MD

**AMI WEIL, PH.D.**
**27 West 86th Street, Suite 10**
**New York, New York 10024**

June 12, 1996

Vincent Salierno
Disability Claims Manger
Prudential HealthCare
Disability Management Services
Employee Disability Unit
P.O. Box 821
Parsippany, NJ 07054

Dear Mr. Salierno:

Catherine Dorsey, claim #96-071-9465, SS#102-34-8889 is currently suffering from an extremely debilitating physical illness. It will be important to check with her physician, Dr. Paula Rackoff. You did ask me for specifics on her mental functioning as well:

Ms. Dorsey suffers from Depressive Disorder NOS, DSM III, 311.00. In her case this means that she has a recurrent Major Depressive Episode superimposed on a physically debilitating illness. Her mood is depressed and she has vegetative symptoms including low energy, intense fatigue and hypersomnia. She has poor appetite and has had significant weight loss which is immediately visible to the naked eye. In addition she has low self-esteem and feelings of hopelessness.

During the course of therapy a number of her symptoms have improved greatly. Her self-esteem has increased. She used to have difficulty making decisions, particularly regarding her illness. In our work together her

assertiveness and judgment have improved. A concrete example of this has been an ability to assert herself with her doctors actively. Recently when her surgeon would not answer questions, put pressure on her to make choices she did not agree with, was not straightforward about billing, etc. , she looked into and found a different surgeon who she is very pleased with. In the past she would never have done this. She is now capable of making wise decisions about her health care and following up forcefully. As time progresses it is hoped that she will continue to improve.

Sincerely,

"s/Ami Weil, Ph.D"

Ami Weil, Ph.D.

CATHERINE P. DORSEY
74 Old Post Road
Freehold, NJ 07728
(732) 863-1021

March 25, 1998

Assemblywoman, Clare M. Farragher
12th District, Monmouth County
400 West Main Street
Freehold, NJ 07728

Dear Assemblywoman Farragher:

I am writing to you in the hope you would consider presenting a new law. The purpose would be to protect children of divorce. I have experienced myself the fraud and perjury that can happen in our courts. When a parent lies about his employment, income and gets away with it, it is damaging to children of divorce. The employers and business partners often back up the lie to protect themselves from being sued. When companies and business partners do this, it is against every mother and child in America.

I believe we need a new law that would give companies, employers, business partners, a one time chance to tell the truth with regard to child support, from their employees and associates. If they tell the truth they are exempt from any lawsuit regarding it. If they continue to lie they should be severely punished. A law like this would give mothers and their children a fair chance to get the truth. It would benefit the companies because I'm sure some of them may be used without their knowledge. I hope the courts will help families in this position by giving them a chance to get the truth. The lying that companies do to protect themselves from being sued has affected many children.

There are many parents that would lie about their

employment to get out of paying child support. They deliberately submit false documents to the Courts because they know their companies will back them up to avoid being sued.

In my case the father claimed he lost a job. He submitted a letter signed by his Vice-President verifying this. This V.P. and the father of my sons were in business together and I had information to support this. Another V.P. of the company, Charles Dale, told me he had quit and that he was not let go. However, they would not put it in writing.

Usurping of our Judicial System for personal gain through lying needs to be stopped where America's children are involved.

My son is just about finished, but maybe it would help other parents , male and female, protect their children by allowing them to obtain the truth from companies, employers and business partners.

The parents that do the lying would be less likely to do it, knowing their employers are not going to back up their lies. It would be in everyone's best interest if employers do not have to worry about being sued. It would also free up the courts from parents trying to use the system for their gain. Most of all, it would protect our children.

Children of divorce have enough to deal with. Usually the parent that tries to get out of paying financially also deprives their children emotionally. I can tell you from experience my sons would still love to have their father in their lives. It is painful for children to be forgotten by a parent. However, if there was a chance to consider this idea for a bill for legislation, it would be less painful financially.

When mine were young I was so busy working six shifts a week, busy with my sons' schedules, there was no time to consider something like this. There was also fear of my

former spouse. Now I'm 53, my youngest son is almost finished. Perhaps this is a way I can help other children. Also, I want my sons to see the seriousness of fatherhood. It is a poor example for our future parents to see fraud and perjury can be committed in our courts to get out of your financial responsibility. My sons, like many other children of divorce, have repeatedly seen their father cheat and get away with it.

I personally have spoken with many other mothers through the years who were not able to get the truth regarding the employment status of their former spouses. Also, I have spoken with employers regarding this idea. They would rather tell the truth, but at the risk of being sued, they won't. They do not want to hurt children, but they do not want to hurt themselves. This bill would help our children and the employers. It would truly be in everyone's best interest.

Thank you,

Catherine P. Dorsey

SAFEHOUSE

J B DORSEY
ADL TECH.
J N FAUVER CO
AQUA ALL INC.
FIRST LOOR REAR